

REPORT OF RE-ORGANIZATION

AND BUILDING OPERATIONS

OF

THE FABULOUS FOX THEATRE

TO

ATLANTA LANDMARKS, INCORPORATED

MARCH 1978

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I. INTRODUCTION

I, Introduction

The Fabulous Fox Theatre reopened in October of 1975. In the nearly two and one-half years of operations, the Fox has yet to resolve a host of problems in its management and administration.

The blame for its problems rests clearly on the incompetent management of the theatre by the current general manager, Ted Stevens, and the long overdue reorganization of the theatre staff and procedures.

The resolution of these problems requires the immediate dismissal of Ted Stevens as the general manager of the Fabulous Fox Theatre, the hiring of an enthusiastic and competent manager, and the reorganization of the theatre.

This presentation will outline the complaints against the current manager and proposals for the reorganization of the Fabulous Fox Theatre management. This presentation has been compiled by many citizens who have been and are at present affiliated with the Fox or its management. The group interested in reorganization includes donors, volunteers, patrons, current and former theatre staff, producers, promoters, and performing artists. Some of these people have given particular examples and instances and have submitted their names; others have explained problems and contributed suggestions while wishing to remain anonymous for personal and professional reasons.

II. PROBLEMS WITH CURRENT MANAGEMENT

TED STEVENS' RELATIONSHIP WITH
PROMOTERS AND PRODUCERS

The most important responsibility of a theatre manager is to serve the needs of the show promoters. Only when promoters and producers are satisfied with theatre services and facilities will they book the Fox Theatre and provide revenue for its successful operation. Ted Stevens' performance in this area has shown many inadequacies.

Ted Stevens' worst failing is in his personal and professional attitude toward producers and promoters. He has frequently failed to observe the common and professional courtesies returning telephone calls or meeting appointments. His response to the very people on whom the revenue of the Fox Theatre depends has often been rude and uncooperative to the point of neglecting to make himself available to potential clients.

For producers who do manage to rent the Fox, Ted Stevens provides inadequate service. No usable working space for the promoter is allotted. The area designated as "Promoter's Office" is in a state of unexcusable disrepair and is unsuitable for conducting business transactions with the box office. In the weeks leading up to a scheduled event, a producer or promoter needs assistance in solving a myriad of problems in order to make a successful presentation. Ted Stevens often exhibits his uncooperative attitude by generally making himself unavailable and failing to offer any help to promoters.

To attract promoters to the Fox Theatre, management must not only offer adequate facilities but it must also communicate to those people

who wish to book the theatre just what services are available. Many professionally run theatres around the country provide a "package" of information for a promoter, an example of which is attached to this presentation. This "package" advertises exactly what services the Fox can provide, the theatres' capabilities, ticket sales, marquee arrangements, security, deposits, technical stage fees, and other information a promoter requires before he can make a judgment as to whether the theatre will meet his needs.

At present, a potential client must overcome Ted Stevens' poor attitude toward potential clients and actively fare it out information about the Fox Theatre. Lack of advance information has lead to costly difficulties and embarrassment for some promoters when misunderstandings developed concerning the Fox requirements. The current general manager's apparent failure to make a specific advertising and/or ticket arrangements in due time has resulted in embarrassment for both promoter and the theatre.

Many professionally run theatres use form contracts in their dealings with clients and promoters. Such contracts are invaluable in providing for legal remedies and for stating the expectations of the parties to the contract. The Fox Theatre does not use this valuable tool. Ted Stevens, after meeting with a client, seemingly scratches out his own contract which is then sent to the promoter. Misunderstandings frequently occur when a promoter is later informed of fees not set forth in Ted Stevens' "contract".

Ted Stevens' inadequate and inefficient abilities in providing

necessary services at his seemingly poor attitude in overseeing the broad scope of theatre operations has led to producers' dissatisfaction with the Fox.

TED STEVENS' RELATIONSHIP WITH
THE THEATRE STAFF

The general manager's inability to provide proper direction is evident in his dealings with theatre employees and in his supervision of internal house operations. Ted Stevens has failed to delegate the authority to solve a wide variety of problems. When these problems are addressed to the general manager, they frequently remain unsolved. As a result, many major and minor problems remain unresolved; daily and event work proceeds unproductively resulting in extremely disorganized and poorly operated theatre.

Ted Stevens has made several very serious false accusations of theft against a number of employees. These accusations were made with insufficient research into the matter. Apologies were rarely given when employees were proven innocent or not at fault.

Ted Stevens has failed to set specific pay scales and guidelines for employees, whether paid per event, per hour or on salary. Wages are set by Ted Stevens, apparently at his whim.

Promises made by the general manager to the staff of raises, bonuses, wages and vacation times have seldom been met. At times, event staff members summoned in for single shows have not been paid because of the conclusion of the event Ted Stevens seemed to decide that their

services were not required. The delivery of paychecks to employees has frequently been delayed for time periods varying from a few days up to six weeks.

Ted Stevens has never arranged effective procedures for consistent schedule of day to day operations in the Fox. The general manager insists on personally screening all incoming mail, a practice which has caused the misdirection of personal mail and more importantly, delays the processing of mail ticket orders. This causes a loss of confidence in the mail order ticket system by patrons.

The general manager has failed to answer requests for basic items as office supplies, postage and cleaning equipment. No gratitude has been expressed nor reimbursement offered when employees have paid for supplies out of their personal funds.

Ted Stevens often issues frequently contradictory instructions to the staff. On several occasions, he has neglected to provide the staff with information necessary to prepare properly for show. This has left the staff unprepared, confused and embarrassed on many occasions.

No effort has been made to provide job benefits that would keep and attract capable employees at the Fox. Seemingly, poor wages, overtime compensation, paid vacations, sick leave and low cost health insurance are all lacking. The standard requirements of Workman's Compensation have been fulfilled by the management, but only when, it seems, the injured employee demanded reimbursement for on-the-job injury. Even then, the employee has suffered unnecessary delay before receiving reimbursement.

Good work and dedication go unrewarded. The high rate of employee turnover and the low state of employee morale can be attributed to Ted Stevens' incompetent management practice.

TED STEVENS' MANAGEMENT OF THE BUILDING SPACE

Ted Stevens has not initiated nor supported policies that would enable the Fox to live up to its potential as a true performing arts and culture center.

Overall, we feel that the existing space has not been used to its best advantage. Inefficient use and layout of existing office space has led to difficulties in making proper internal administration decisions. The present box office is undersized for efficient operations, and access to it is very dangerous, as the area is dark and unsanitary.

Restoration has been piecemeal without any perception on the finished product. This is due, we feel, to a lack of organized structure for funding, supply acquisition, and volunteer involvement and coordination. Total comprehensive planning of restoration procedures seems to be lacking at the Fox.

TED STEVENS' PUBLIC RELATIONS

Good relations with the public are very important for the success of the Fox Theatre as a performing arts center. As long as patrons are satisfied with the service and quality the Fox offers, the success of the theatre is assured. These conditions are absent at the

Fox. As long as the present conditions persist, patrons, promoters, and visitors will not wish to support the Fox. The situation, in our opinion, if allowed to continue may cause the Fox to cease to operate successfully.

The first impression of the Fox is usually with the box office. This impression is most important as lasting opinions and feelings are being formed. Unfortunately, it seems that the initial impression a visitor receives at the Fox is a negative one. With only three incoming telephone lines and insufficient, inexperienced personnel to handle inquiries, often a patron must try several hours before he is served. When a patron does get through, oftentimes he is given incorrect or insufficient information. Other patrons buying tickets at the windows have been similarly treated by rude and inexperienced and poorly groomed staff. The current general manager has allowed this to continue, thus directly hurting the public relations of the Fox by an initial negative encounter.

Since the Fox has been a famous landmark for generations, community interest in the form of volunteer help has always been available. However, it appears that these volunteers who donate supplies and services are not wanted as their presence appears to go without appreciation. Many good workers, including staff, have been driven away. Much labor that was once volunteered must now be paid for. Some of this work is not done as well by the paid staff as was done by the dedicated volunteers. When the Fox first reopened, on any weekend one could count anywhere from five to fifty volunteers busy at work. Now, due to the

apparent scorn and attitude of such efforts by the current general manager, Ted Stevens, including lack of appreciation and courtesy, these services are almost nil.

The lack of a continuing restoration program and a resident director of restoration apparently has hurt the image of the Fox. Frequently patrons comment on the general disrepair of some rooms, walls, ceilings and furnishings. The management has failed to keep qualified personnel in this very important position. No precise internal funding procedure for restoration is used, thus frustrating the efforts of concerned individuals to help. There is no written master plan for restoration, thus making piecemeal restoration inferior.

A positive attitude of the management toward the patron is extremely important to make a patron feel that he has spent his hard earned entertainment dollar wisely. It seems the general manager has totally disregarded this when patrons are young adults. The Rock shows which young adults attend have provided a very steady income. These are the patrons that religiously attend concerts, purchasing everything from drinks to tee shirts. Many also donate cash money to the Fox directly. The management has nothing but scorn for this very important group.

When one of the top Southern Rock bands had a disastrous plane crash in which three band members died, it is understood that the management made no effort to offer condolences. This group had donated a large sum of money to the Fox, and their Gold Album, recorded at the Fox, gave a great deal of positive publicity to the Save The Fox effort.

The attitude of the Fox management toward tours has been indifferent. Tours, although revenue producing, are seemingly given lowest priority for scheduling. On several occasions, the general manager was approached by a patron and asked if tours could be set up. The answers were always negative in tone, and the excuses inappropriate. Many groups of out-of-towners and visitors have been turned away at the door. Many visitors cannot understand why a National Landmark that receives government funds is so inaccessible. It is unfortunate that potential donors and patrons are turned away, especially when a building can sell itself on its own. This results in a loss of contributions and respect for the Fox Theatre. The patron or visitor will donate his money elsewhere where it is more appreciated.

III. RECOMMENDATIONS FOR
REORGANIZATION

RECOMMENDATIONS FOR REORGANIZATION

Since the Fox is a National Landmark and culturally significant to the citizens of Atlanta and elsewhere, Atlanta Landmarks, Inc., has the important responsibility of ensuring the theatre's proper operation as a first-class entertainment facility. The theatre's needs demand that Atlanta Landmarks, Inc., now takes a vigorously active role in its management. In order for the Fox to reach its potential as a true performing arts and cultural center, the following policies must be developed and supported:

- A. Business Dealings with OUtside Companies and Producers
- B. Internal Management
 - 1. Theatre Staff
 - 2. Building Usage
- C. Public Relations

BUSINESS DEALINGS WITH OUTSIDE COMPANIES AND PRODUCERS

Bringing business into the theatre is of utmost importance to its successful operation. The person in charge of bookings must therefore be able to work with people easily and efficiently. He should be fully armed with information and be very willing to help the promoter in every detail.

Specific guidelines for renting the theatre should be established, and this information should be compiled into a comprehensive packet or factsheet similar to the one furnished promoters by Symphony Hall or Lincoln Center. This information package could be available to any person or group interested in renting the theatre, and should include:

Information Packet (One for each area of building, e.g., ballroom, salon, etc.)

1. Building operation hours, contact person, telephone, address
2. Box office policies
3. Insurance requirements
4. Program arrangement
5. Parking facilities
6. Catering available
7. Stage, loading door entrances
8. Marquee, display information
9. Concession policy
10. Rental charges
 - basic charge
 - rehearsal charge
 - items included in rent
11. Extensive technical information
 - stage information
 - electrical
 - rigging
 - facilities, dressing rooms, etc.

Making this information readily available would eliminate misunderstandings about the Fox rental and inform less experienced promoters

about the varied attributes the building complex has to offer.

A standard contract form for each area at the Fox to be rented must be printed. This will spell out and formally set all responsibilities beforehand and help to minimize last minute problems that crop up at showtime. This will also allow fair and equitable treatment to all those seeking to rent a space at the Fox.

The contract package should contain at least the following items:

1. Description of premises
2. Description of event
3. Fee involved
4. Personnel provided by theatre, insurance, ticket services, etc.
5. Length of booking
6. Payment procedures
7. Advertising procedures, program arrangements, press coverage
8. Concessions
9. House seats
10. House policies, smoking
11. Breach of contract
12. Liabilities, responsibilities, etc.

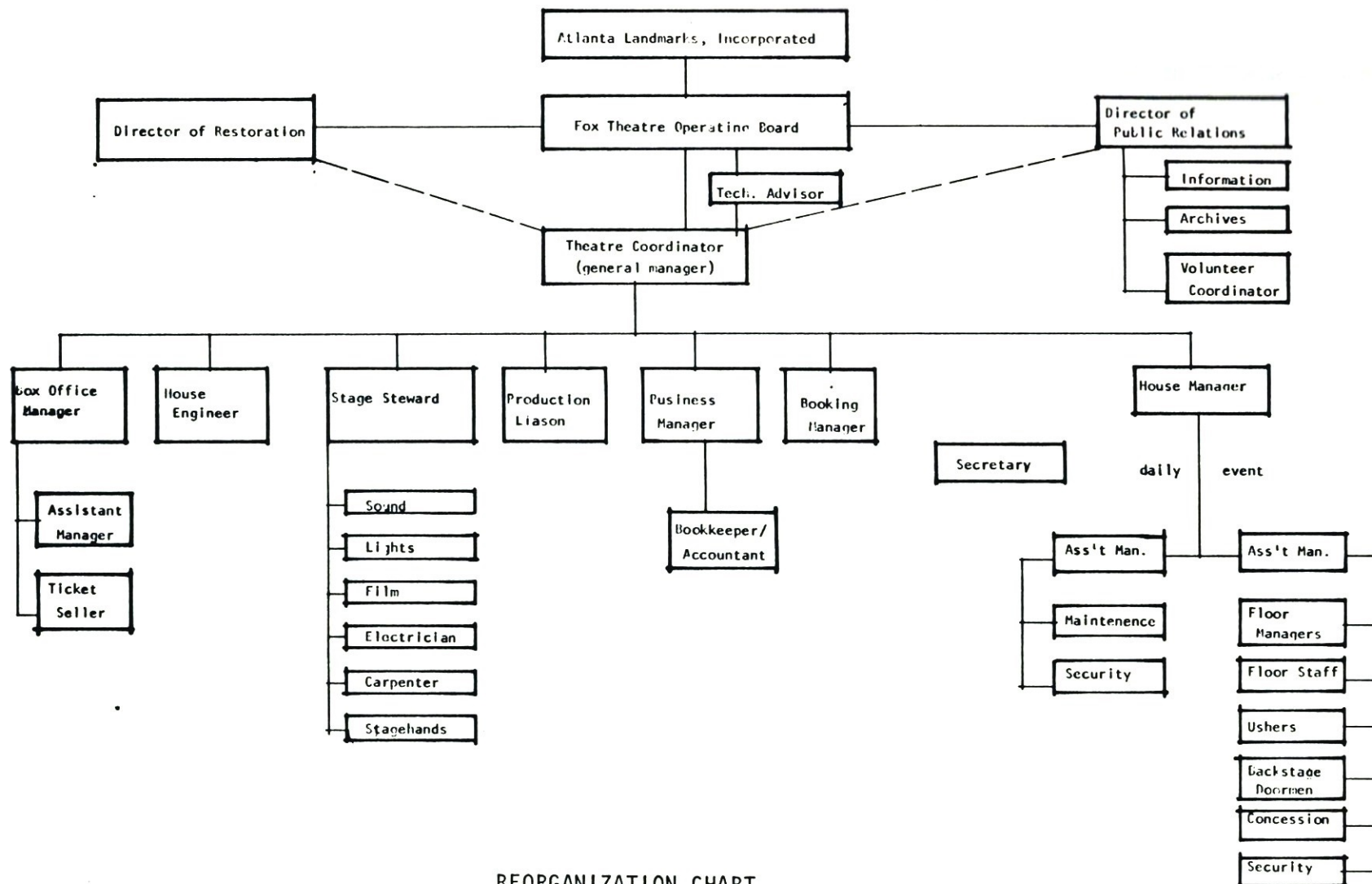
INTERNAL MANAGEMENT--THEATRE STAFF

a. Since the patron is the major source of operating income and the primary reason for the Fox's existence, it is essential that the Fox present to patrons a favorable image and excellent service that will make them want to return. To provide that service, all staff members throughout the entire organization should demonstrate the following qualities:

- 1) Sufficient knowledge and training to perform the duties of the job
- 2) Courteous attitude, appropriate attire and good grooming
- 3) Awareness of the Fox's unique history and mystique
- 4) Attitude of involvement--of caring what happens to the
Fabulous Fox

- b. Since the successful daily operation of the Fox Theatre depends on a capable and efficient staff, no aspect of their work should be left to chance. Policy decisions must be made to establish employee benefits and guidelines for effective working procedures.
- 1) Wages and benefits should be sufficient to attract and keep qualified personnel in all departments. Recommended benefits include sick leave, paid vacations, group insurance coverage, free passes or first choice for purchased tickets, and over-time compensation.
 - 2) When new employees are hired they should be fully informed of their specific duties and compensation according to guidelines set up in advance by the theatre management. Policies regarding raises, staff authority, performance standards, etc., should be made clear to all job applicants, as well as standardized new pay scales for the various positions. Full written applications (including information on previous work experience, references, and qualifications) should be submitted. These same procedures must apply both to the event staff (those working only during shows) and to the full-time employees.
 - 3) There should be a provision for periodic review of each employee's performance, set at regular intervals and attended by the employee's division manager and the theatre coordinator.
 - 4) Periodic staff meetings of all personnel should be held (perhaps twice a month) to foster better informal communication and working spirit.
 - 5) One staff person should be responsible for keeping employee records and seeing that the provisions of labor and tax laws are met. These duties might be appropriate for the business manager or bookkeeper.
 - 6) A defined procedure for staff suggestions and complaints should be designed and made available to employees. It would also be useful to define the chain of authority to eliminate any confusion.
 - 7) The members of the event staff, while not full-time employees, are essential to the smooth running of the theatre during shows. Those who are paid should be treated according to specific guidelines, and those who are volunteers should be given some expression of appreciation for their time. The completion of the ushers' lounge would be a good step.

- 8) The construction of a staff lounge would permit resting during breaks as well as serving as an area for meals. Since meal breaks are often of insufficient length for eating in local restaurants, a great benefit would be realized by providing a comfortable area with sink, oven, and refrigerator. It is likely that these items might be donated. Better performance may be expected from the theatre staff when they can eat and relax properly.



REORGANIZATION CHART

JOB DESCRIPTION

The following section is devoted to descriptions of the major jobs at the Fox. Each job description defines scope, responsibility and any other consideration necessary for proper execution at the job.

FOX THEATER OPERATING BOARD - Advisors who fulfill a function of considerable assistance to the Theater. This Board would be composed of theater-oriented persons from community along with members from the Board of Trustees of Atlanta Landmarks, Inc.

The primary function of the Board would be to set professional policies, procedures and goals by which the theater management would abide. This Board would also serve as an excellent means of widening support from the arts and cultural community as well as a direct link between the Theater Coordinator and Board of Trustees.

This Board shall also spend time as necessary to meet for the purpose of solving any immediate problems in addition to holding regularly scheduled bi-monthly meetings concerning operations.

DIRECTOR OF RESTORATION - Responsible to the Operating Board. The Director would evaluate, plan and execute restoration programs in coordination with the Theater Coordinator and Operating Board. The Director should be familiar with available private and government programs and grants. This person would be responsible for the restoration of all public and staff spaces in the building. He should hire capable artisans and craftsmen as necessary for proper execution of the work. This job would also involve the organization of projects to which volunteers may be assigned. These volunteers would be referred to the director via the Public Relations Department. This suggests that there should be strong coordination between these two areas.

ARCHIVIST - To organize, restore, maintain and promote the Fox archives into a useful tool for research and restoration. It would be helpful if this person possessed a knowledge of library sciences. The material would be made available to the Director of Restoration and other staff members (as well as persons doing research or studying the Fox.) Some items from the archives could become part of an in-house museum incorporated with the Fox Information Center and Gift Shop.

DIRECTOR OF PUBLIC RELATIONS - Directly responsible to the Operating Board and will coordinate activities with the Theater Coordinator.

This position is necessary for a positive public image of the Fox, and would develop the awareness of the services available at the Fox. The groups that would be informed of these facilities include artists, producers, promoters, tourists, and convention services. Schedules of events and brochures of technical data, booking policies and rates of the Fox should be printed and distributed to interested persons.

The Director should set up and provide for a public Information Center where all this information is readily available. The Center should also provide materials and assistance to interested individuals interested in the Fox and to State and national information centers.

The Director will also organize and schedule participation of volunteer groups, and also arrange public and private tours whenever feasible.

THEATER COORDINATOR - (General Manager)- Responsible to the Operating Board. This position includes a broad range of responsibilities required to insure a professional quality in every aspect of theater operations and administering the house policies and procedures to the staff. Also, he would be responsible for the coordination of activities between each department. Naturally, this person must be knowledgeable about theater and amicable towards people.

BOOKING MANAGER - Responsible for event scheduling and rental and booking of the Theater. The Booking Manager must be able to attract all types of potential business, and be able to work easily and effectively with potential clients. He would also be responsible for informing the various divisions of all upcoming events. An additional incentive for the Booking Manager to sign additional events would be a commission (similar to that a salesman would receive) for each event booked in addition to a regular salary.

BUSINESS MANAGER - To oversee the accounting and financial records of the internal Theater and Building transactions. This includes the handling of rental checks, event settlement, financial transfer, insurance, concession settlement, staff wages, etc.

HOUSE MANAGER - Overall supervision of the Theater and Ballroom spaces both daily and during events. The house manager would coordinate all areas of staff at events, and most importantly be responsible to insure the patrons are satisfied. He will arrange for security (including front door and stage door as well as house), concessions (visiting and Fox), ushers, maintenance crew, ticket choppers, cloakroom check in, and elevator operators. The House Manager is also to hire qualified assistants to help oversee these operations.

PRODUCTION LIASON - (Trouble shooter) - To coordinate and resolve any problems between the promoter and Fox and/or to extent courtesy needs to patrons and guests. His functions as a liason will minimize misunderstandings between parties. Some specific areas of responsibility include coordination of ticket errors, sound and light board replacement tickets, hosting special guests, and dealing with last minute and unforeseen problems. This person will also direct issues to the correct department to handle whatever situations that may arise.

STAGE MANAGER - In-house theater position in which stage duties are overseen and regulated. This person should have extensive knowledge of all aspects of stagework as it involves the supervision of the technical needs of a production assistant such as sound, lighting, film, carpentry, etc. The Manager would coordinate his staff to aid the production staff in whatever ways possible.

HOUSE ENGINEER - To supervise and perform the necessary mechanical maintenance on the Building. The job would necessitate thorough knowledge of mechanical and plumbing systems. Some of the minor and routine work may be referred to the maintenance crew.

BOX OFFICE MANAGER - Responsibilities include handling the financial aspects, such as the auditing of the daily box office activities for each event, and serving as the accountant for the escrow box office account. Other duties include ticket obtainment, set up, and distribution and the supervision of the Box Office personnel.

The Assistant Box Office Manager should assist the Manager and be responsible for telephone orders, season subscriptions, group sales, customer service, the supervision of window sales personnel and fulfilling the producers request for special handling of tickets.

One important aspect of box office work is customer relations. This may be handled by staff member already in the box office whose talents enable him to equitably and politely handle any patron or ticket problems that may arise. This person should work in coordination with the Production Liason staff member.

The above is a basic framework in which theater operations may smoothly flow. Each staff person will know his responsibility, requirements, and his immediate superior. In some cases jobs may be combined depending on qualification of the staff and appropriateness of the combination. However, it is felt that the above job descriptions are the minimum needed for effective management, and others may be needed to be created as the Theater operates.

- a. Better use of existing space will provide additional income, greater efficiency in theatre operations, and improved public relations.
- b. Public spaces such as the Egyptian Ballroom, Grand Salon, and the Spanish Room should be utilized more often. Additional uses including meetings, conventions, tours, gatherings, etc., can supplement present uses such as parties, proms, and receptions.
- c. The storefront along Peachtree Street and Ponce de Leon Avenue should be leased, perhaps by a professional realty company. Inherent shortcomings such as building age, considerable need for refinishing, and parking problems should be compensated with concessions by the Fox, including favorable lease conditions. Citations of improvement in the immediate neighborhood (Southern Bell, MARTA) and the varied calendar of events and the large cross-section of patrons should be emphasized as positive attributes. Value of real estate in the Fox area is on the upswing, and chances of leasing should gradually improve. Such uses might include restaurant, bookstore, boutique, etc.
- d. The Fox Theatre offices (Landmarks, house, public relations, etc.) should be centralized for better internal communications and coordination. The "Moonstone" space has been partially prepared for this use and should be completed, as it is ideal for this purpose. The reasons are many.
 - 1) There would be better security in the daytime, as all persons with business would enter and leave through the office's Ponce de Leon door. Authorized staff, however, would have access to the internal building or box office.
 - 2) A section of the "Moonstone" could be set aside as a small museum and information center staffed during regular business hours.
 - 3) The present managerial offices should be utilized for the business procedures of promoters during events.
- e. The unused broadcasting room and radio studio can have similar re-use possibilities. Consider the benefits of live and tape facilities to the performing arts and promotional areas. This capability could help the Fox reach its goal as a true cultural and performing arts center. Other smaller spaces can be more efficiently used through a space utilization study.
- f. A qualified restoration director should be hired immediately. Much work needs to be done as additional revenue becomes available. A total "restoration Plan" should be drawn up and should include these items:
 - 1) Goals, objectives, and priorities
 - 2) Methods of restoration
 - 3) Contemplated supplies and budget
- g. The restoration director should be in close contact with the public relations department to take advantage of the large amount of volunteer labor available and additional restoration funds for which the Fox is eligible.

- h. At this time funding for restoration by internal means should be devised, such as setting aside a certain percentage of the twenty-five cent surcharge to be applied toward restoration.
- i. A person knowledgeable in the procedures for obtaining federal and state grants should be employed by the Fox. Funds are available for very special uses, such as archives and restoration, which should not be ignored. These funds should be more readily available as the Fox title is secured.

PUBLIC RELATIONS

A public relations department should be established to oversee announcements and initiate action which will maintain Atlantans' awareness of their valuable cultural resource in the Fox Theatre. Several types of duties can be handled by such a department.

1. The Fox could benefit from frequent news releases in newspapers, television, radio, etc.
2. Public relations personnel could answer questions not related to ticket sales and explain misunderstandings whenever necessary.
3. Tours should be offered on a more regular basis. These may fall into two categories: private tours for groups, and regularly scheduled tours for the general public.
 - a. A private tour might be arranged by contacting the public relations department and would be ideal for convention groups, schools, and civic clubs. Ample numbers of volunteers are available and capable to conduct such tours.
 - b. Frequent public tours on a dependable schedule (perhaps once a week) would be an asset to the Fox's image. Staff activities need not be interrupted, since visitors would likely be fascinated to see the daily operations inside the house.
4. Revenues gained from a nominal admission fee for the tours would help defray the expenses of utilities and personnel. It is also likely that pleased visitors would purchase Fox souvenirs and send in additional contributions.
5. The large number of visitors (15,000 per week) Atlanta receives due to conventions is a prime market for rental revenue. Many groups would be pleased to hold their events in the various meeting spaces in the Fox building, and the public relations department would have the task of contacting convention groups in planning stages.
6. A campaign should be launched following fund-raising to remind Atlantans that the Fox is still the place to go for quality live entertainment.
7. Efforts by volunteers should be sincerely appreciated and rewarded. This job can be handled by the public relations department, and gratitude might be expressed by telephone calls, letters, personal thanks, and free passes to special events.

8. Coordinating the further work of volunteers on restoration and other tasks that can be done through the public relations department.
9. In order to develop the Fox as a cultural and historic resource, an archives area should be set up for both research work by historians and displays for interested patrons. The existing archival material needs to be cataloged for easy reference and for its protection. The continuing collection of new material (news articles, photographs, gifts, etc.) could also be done within the public relations department.

IV. APPENDIX

ATLANTA MEMORIAL ARTS CENTER BROCHURE

Included in Rental Fee: The Rental Fee includes four walls, lighting as it is found, ordinary cleanup, air conditioning, one electrician and a house manager. Rental does not include additional electricians, spot-light operators, stagehands, musicians, ticket sellers, box office facilities, usher, gatemen, security guards beyond the normal security, or any other direct labor, equipment, shop facilities or any other thing not included in the tenant's agreement. The Alliance Theatre meets standards as set forth in union safety and security codes.

Notes: If Alliance Theatre rental occurs during regular season of Alliance Theatre Company or Atlanta Children's Theatre, use of the facility will be subject to stage conditions imposed by current production needs of either or both of these companies. This restriction can include, but is not necessarily limited to: lights, orchestra pit, side stages, actual stage setting, rigging, dressing rooms, etc.

Stage Dimensions:

Depth, curtain line to back wall, 40'
Width, wall to wall, 94'
Proscenium width 54'8", height, 28'
Curtain line to apron edge, 3'
Stage floor to gridiron, 80'
Orchestra pit, 57' by 14'

Stage Rigging:

total set of lines 60 all counterweighted
pipe batten length 68'
capacity of arbors 900 lbs.

Electrics: (AC only)

Company switch capacity: 350 amps
120/208 volts
3 phase, 4 wire

Theatre switchboard controls houselights, border lights, follow spots (2 circuit 2100 W.)

25 - 1000 W. fescos	30 - 400 W. fescos
48 - 750 W. fescos	10 - 400 W. baby scoops
67 - 500 W. fescos	10 - 1000 W. scoops
55 - 1000 W. fescos	strip lights

Road Boards:

Can accommodate 300 amp-3 pole road board

Projection Equipment:

2 Bell and Howell Model 567-A 16mm movie projectors
Screen 20' x 35'

Amplification:

Altec sound system

Theatre Making:

Back view set, sky cyclorama, grand drape, electrically powered.

Rehearsal Hall:

42' by 45' (See rental rates)

Dressing rooms:

2 chorus - 17 each, 1 chorus - 10
5 smaller - 4 each

WALTER C. HILL AUDITORIUM

438 seats

For information call:

High Museum of Art
892-3600, ext. 304

Walter Hill Auditorium is located in The High Museum of Art. It is available for rental when not in use by the Museum. The Hill Auditorium is well suited for lectures, film showings and small musical ensembles.

Rental Rates:

\$220.00 Fri. - Sun, night & Sun, afternoon
\$160.00 Mon. - Thurs, night
\$140.00 any morning or afternoon except Sunday

Rental includes four walls, house lighting as it is found, ordinary cleanup, air conditioning, loud speaker, slide or 16mm movie projectors, and one free rehearsal at a mutually convenient time. (See Item 4, Additional Information.)

Stage Dimensions:

Width of stage, 35'
Curtain line to back wall, 16'
Minimum electric, no gridiron, minimum wine space, no orchestra pit, no dressing rooms, no lighting modifications.
There is a grand piano located in the Auditorium.

STUDIO THEATRE

(200 seats, maximum)

For information call:

The Alliance Theatre Company, Administrative Office
892-3600, ext. 221

The Studio Theatre, located on the service level of the Center, may be entered from the North side of the building. It is suitable for rental when not in use by the Alliance Theatre and is well suited for experimental theatre productions.

Rental Rates:

\$110.00 Mon.-Thurs.
\$140.00 Fri.-Sun.

Note: Not available on any night when no other function is scheduled at the Center.

Rental includes four walls, lighting as it is found, ordinary cleanup, air conditioning, and the arrangement of seats as found. If the tenant wishes to change the arrangement of seats, he may do so, but must return the seats to their original position following the rental. The tenant may change the lighting set-up only with permission of the management. (A qualified electrician must be provided by the tenant. This electrician is to be approved by the Management.)

Size of Studio

40' by 73' or 2920 square feet.

Dressing Rooms:

Alliance Theatre and Symphony Hall dressing rooms are adjacent to the Studio Theatre. The management will make arrangements, if possible, for these dressing rooms if needed.

GALLERIA

For information call:

The Atlanta Arts Alliance Administrative Offices
892-3600, ext. 202

The Galleria spans the building from the parking entrance at the North to the carriage entrance at the South. It is three stories high, 232 feet long, and 52 feet wide.

Symphony Hall and Alliance Theatre face the Galleria on the West and the High Museum faces the Galleria on the East. Adjacent to the Galleria are box offices, elevators to upper levels of the museum and the College of Art and the grand stairs to the Galleria balcony. It can be used as a promenade, for exhibitions and entertaining.

Rental Rates:

\$650.00 per function, except in conjunction with Symphony Hall or Alliance Theatre rental, then \$450.00.
Galleria Balcony

The balcony which grinds the Galleria provides an entrance to the Alliance Theatre and Symphony Hall balconies. There are refreshment areas at either end measuring 28' by 46'. Either of these balcony ends may be rented for a fee of \$140.00.

ATLANTA COLLEGE OF ART CLASSROOMS AND STUDIOS

For information call:

The Atlanta College of Art Office
692-2600, ext. 223

There are classrooms and studios in the Atlanta College of Art on the fourth (A) level of the Center, which are occasionally available, especially in the evening and on weekends. Classrooms have seating for 30 persons, projection screens and blackboards. Studios are equipped with portable easels and drawing benches, and will accommodate up to 20 persons. Access to these rooms is via the college's elevator, which is adjacent to the main entrance of the High Museum of Art, off Peachtree Street. Special security arrangements would be required, paid by the tenant, when these spaces are rented for Friday and Saturday evenings, or Sundays.

Rental rate:

\$100.00 per function

MEMBERS' ROOM

For information call:

The Atlanta Arts Alliance Administrative Offices
892-3600, ext. 202

The Members' Room is located on the third (M) level of the Center and is reached by the elevators adjacent to the box office. The Members' Room is attractively decorated with tables and comfortable sofas and chairs. All of the furnishings are movable although they cannot be removed from the room. The Members' Room is well suited for meetings and entertaining. It measures 37' by 52' ft. and can accommodate approximately 90 people at a seated assembly, and approximately 125 for cocktails or buffet. There is a small kitchen adjoining the room. A grand piano is available for the tenant's use.

Rental rate:

\$170.00 per function

PANELLED ROOM

For information call:

The Atlanta Arts Alliance Administrative Offices
892-3600, ext. 202

The Panelled Room is located on the fourth (A) level of the Center and is reached by the elevators adjacent to the box office. It is a 21' ft. by 35' ft. board room suitable for meetings. The room can accommodate approximately 50 people at a seated assembly or 70 for receptions or cocktails.

Rental rate:

\$60.00 per function

THE ATLANTA MEMORIAL ARTS CENTER

1280 Peachtree Street at 15th Street

Atlanta, Georgia 30309

Phone: (404) 892-3600

September, 1977

Rental
Information

ALICE TULLY HALL

RENTAL INFORMATION

Season 1977-1978

Address applications and inquiries to:

Delmar D. Hendricks, Booking Manager
 Avery Fisher Hall
 Lincoln Center Plaza 580-8700
 New York, N.Y. 10023

BASIC RENTAL RATES:

The basic rental includes customary concert lighting, house programs (for musical events), use of a concert grand piano (upon payment of a tuning charge), back-stage artist's assistant, use of a 3-sheet display frame and flyer distribution racks, normal cleaning of the Hall and listing in the Lincoln Center Calendar of Events.

All Evenings, Saturday & Sunday Matinees	\$ 900.00
Weekday Matinees, Monday through Friday	425.00
Mornings	300.00
Rehearsal (maximum of three hours)	25.00*

BASIC ADDITIONAL CHARGES:

Front-of-House Personnel	175.00
Stage Personnel	(at cost)
Box Office (Ninety days' service)	275.00
(One month's service)	225.00
(One day's service)	100.00
Subscription service(per performance)	50.00
Printing of Reserved Seat Tickets	(at cost)
Piano Tuning	(at cost)
Liability Insurance	30.00

EQUIPMENT SURCHARGES:

Use of Th. Kuhn Organ	125.00
Sound Reinforcement System (quoted on receipt of technical requirements)	
Follow Spot	25.00
Stage Extension	100.00
Motion Picture Equipment	150.00

SEATING CAPACITY:

Orchestra	936
Loge	104
Boxes	56
TOTAL	1096
less 8 house seats	- 8
	1088

STAGE DIMENSIONS:

38' across back
50' across front
21'6" deep
Platform Extension:(eliminates
61'6" across front 87 seats)
14' deep

* Note change: rehearsal charge imposed for each session.

This document shall not become an agreement until it is subscribed by both parties or by their designated representatives.

No 2592

AVERY FISHER HALL

Agreement between LINCOLN CENTER FOR THE PERFORMING ARTS, INC., a New York corporation having an office at Avery Fisher Hall (formerly Philharmonic Hall), Lincoln Center Plaza, 64th Street and Broadway, New York, New York 10023 ("Licensor"), and

having an address at

("Licensee").

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Licensor hereby licenses to Licensee the use of the auditorium and orchestra platform of Avery Fisher Hall, located at Lincoln Center Plaza, 64th Street and Broadway, City and State of New York, together with the corridors, foyers and vestibules leading thereto (collectively the "premises") during the following hours on the following dates and for the following purposes only:

No other attraction may be substituted without the express written consent of the Licensor.

Each of the aforesaid times on each date specified hereinafter referred to as an "engagement". Licensee agrees to make every reasonable effort to start each performance to be held at each engagement ("performance") at the advertised time.

The program shall be designated and listed as follows:

.....

2. Licensee shall pay to the Licensor, in cash or by certified check, at the address of Licensor above set forth, the following:

(a) A fee of dollars (\$)
 of which dollars (\$)
 is to be paid upon the signing of this agreement and
 dollars (\$) is to be paid 48 hours before the start of each engagement; and

(b) Reimbursement of the following costs payable 48 hours before the start of each respective engagement;

- (i) The charges for personnel employed for each engagement in the Box Office and as Stagehands, Ushers, Ticket Takers, Doormen, Elevator Operators, and for such other duties as Licensor deems necessary in connection with each engagement. Such charges to be calculated in accordance with the schedule of rates in effect at the date of each engagement;
- (ii) The applicable portions of the Licensor's premiums for public liability insurance in effect during each engagement;
- (iii) The cost of the printing of tickets for each engagement; and
- (iv) The cost of any services requested by Licensee including, but not limited to, spotlight and operator, sound reinforcement and operator, and guards; and

PROGRAM

DESIGNATION

LICENSE FEE

PERSONNEL,
 LIABILITY
 INSURANCE,
 TICKETS
 REQUESTED
 SERVICES

(c) Additional charges:

- (i) A contractual period is three and one-half (3½) hours including one-half (½) hour prior to scheduled starting time for audience admission and three (3) hours total performing time beginning with the scheduled starting time;
- (ii) In the event Licensor consents to the use of the premises before or subsequent to an engagement. One Hundred Dollars (\$100) per half hour or fraction thereof for such use, together with time charges for personnel employed during such overtime use computed at the rates in effect at the time of the engagement, to be paid immediately at the close of the engagement;
- (iii) In the event Licensor approves the sale of seats on the stage, twenty-five per cent (25%) of the gross receipts of such sales, less the admissions taxes thereon, to be paid immediately at the close of each engagement;
- (iv) The charge, if any, pursuant to paragraph 15.

3. Licensee shall pay the amounts specified in paragraph 2 when due without abatement, deduction or set-off of any amount whatsoever. Licensor may at its election collect the various charges due hereunder or any part thereof out of the receipts, if any (less admissions taxes), from the sale of tickets or subscriptions at the Box Office, and said receipts are hereby assigned by Licensee to Licensor to the extent of the sum of the amounts to be paid by Licensee under this agreement which may at any time be due and unpaid to Licensor. Licensee may obtain from the Box Office a statement of receipts within forty-eight hours after the performance. Licensor shall have no responsibility or liability for the remittance of any admissions taxes. It is expressly agreed that all funds received and held by Licensor pursuant to this agreement may, until such time as said funds shall be due and payable to Licensee, be used by the Licensor for any corporate purpose and the Licensor shall not be obligated to the Licensee for any gains received from the investment of said funds. Licensor shall not be obligated to segregate such funds.

4. No performance requiring the use of sets, scenery or properties shall be presented.

5. Each performance shall be billed as taking place at Avery Fisher Hall, Lincoln Center Plaza, Broadway at 64th Street, New York, New York. The name "Lincoln Center" or "Avery Fisher Hall" shall not be used as part of the title of any performance or work performed.

6. The Licensee shall not broadcast, telecast, record or reproduce any performance or parts thereof without the express written consent of the Licensor in a separate agreement signed by both Licensee and Licensor.

7. The Licensee shall not take or permit others to take photographs without the prior written consent of the Licensor.

8. All printed material, advertising matter, posters and pictures to be used prior to or at an engagement (other than the programs referred to in paragraph 11, below) shall be submitted to Licensor at least 10 days prior to the proposed use of the same, and the same or any parts thereof may be abridged, modified or rejected by Licensor in its discretion without liability to Licensee therefor.

9. No literature, posters, cards, banners, circulars, flags or other promotional material or decoration shall be posted in Avery Fisher Hall.

10. All work upon the orchestra platform in connection with an engagement shall be done under the supervision of and with the prior approval of Licensor, and the expense thereof shall be borne solely by Licensee.

11. Licensor may elect to furnish to Licensee, without charge, printed programs for any engagement, provided, however, that if Licensor elects to furnish programs as aforesaid, Licensee shall furnish at least 30 days in advance of each engagement, to the printer designated by Licensor, a copy of the matter which Licensee desires to be inserted therein, and such matter may be abridged, modified or rejected by Licensor in its discretion without liability to Licensee therefor and Licensee warrants to Licensor that all material supplied to the printer may be published without violation of law, without libel or copyright infringement and without infringing in any other respect upon the rights of any person. If Licensor elects to furnish a program, as aforesaid, the same shall be the only program (except for the souvenir program which may be permitted pursuant to paragraph 14, below) and the exclusive advertising medium employed or permitted in or about the premises. In the event Licensor shall not supply the printed program and Licensee furnishes the same, then (a) there shall be no reduction of the fees and charges specified in paragraph 2, (b) any paid advertisement therein will require specific prior written approval of Licensor, and (c) printers proofs of such program shall be submitted to Licensor at least ten days prior to the engagement and, at the request of Licensor, Licensee will eliminate from such program any matter objected to by Licensor.

12. Only tickets furnished by Licensor shall be used, except where Licensor grants written permission otherwise.

13. Licensor agrees to furnish, at its own cost and expense, proper light and normal cleaning of the premises and such heat or air conditioning as, in the sole judgment of Licensor, shall be necessary for comfortable occupancy of the premises.

14. Licensor, or its authorized concessionaire, shall have the exclusive right, at all times and wherever it desires, to sell or distribute any and all merchandise, food, beverages, and services during each engagement. Licensee shall not distribute or sell any merchandise, food, beverage or service, except that Licensee may, but only with Licensor's permission, prepare and distribute through Licensor's authorized concessionaire a souvenir program or libretto which shall not contain any advertising matter.

15. Licensor will grant the use of the orchestra platform, but no other part of the auditorium, for rehearsals by Licensee at such time as will not, in the exclusive judgment of Licensor, conflict with any other use which Licensor may desire to make of the premises, and for each such rehearsal Licensee shall pay in advance an amount to be agreed upon for services and other expenses in connection with the rehearsals. No audience will be permitted or allowed at any rehearsal without the express written consent of Licensor.

16. Licensor reserves unto itself the right to use without charge the two viewing rooms together with eleven seats in the orchestra and loge as follows:

Orchestra

Row M—seats 1, 3, 5, 7 and 9

Row DD—seats 2 and 4

Loge

Row EE—seats 105, 107, 106 and 108

LENGTH OF
CONTRACTUAL
PERIOD
OVERTIME,
STAGE SEATS,
NEW SEATS,
ETC.

PAYMENTS,
ASSIGNMENTS,
SETTLEMENT OF
RECEIPTS
AND
ADMISSIONS
TAXES

NO SETS, ETC.

BILLING,
USE OF NAME

BROADCASTING
& RECORDING

PHOTOGRAPHS

ADVERTISING
MATTER

DECORATIONS

ORCHESTRA
PLATFORM WORK

HOUSE
PROGRAMS

TICKETS

SERVICES
INCLUDED

CONCESSION,
LIBRETTO AND
SOUVENIR
PROGRAMS

REHEARSALS

RESERVATION OF
VIEWING ROOMS
HOUSE SEATS

CAPACITY

17. Licensee will not permit a number of persons to enter the auditorium at one time in excess of the existing number of seats in the auditorium at such time plus the number of orchestra platform seats Licensor has in writing theretofore authorized Licensee to use. Use of the orchestra platform for seats shall be in compliance with all applicable rules and regulations of any governmental department having jurisdiction and of Licensor. Standees are not permitted in the auditorium.

LABOR CLAUSES

18. Licensee may not provide any attendant services, all of which shall be furnished by Licensor, at the sole cost and expense of Licensee as provided in subparagraph 2(b)(i) above. Licensor shall make all arrangements with and negotiate with all personnel furnishing attendant services or their representatives. Licensee shall be completely responsible for its own employees and all of the performers and shall discharge or cause to be discharged all of its obligations with respect to such persons under all applicable Federal, State and local laws, including, but not limited to, those relating to taxes, tax withholding, unemployment compensation or insurance, social security, workmen's compensation, disability benefits, employment of minors, and required visas or working permits. Every person connected with any performance shall abide by, conform to and comply with all laws, ordinances, orders and requirements of all Federal, State and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the premises and the engagement and with the rules and regulations of Licensor for the management of Avery Fisher Hall. Licensee shall not do anything to put Licensor in violation of any union contract or labor agreement pertaining to any individual or individuals now or hereafter performing labor, work or services at Avery Fisher Hall or Lincoln Center.

FIRE
INSURANCE, ETC.

19. Licensee will not do or permit to be done in the premises or bring or keep anything therein which will in any way increase the rate of fire insurance on Avery Fisher Hall or on property kept therein during the term of this agreement or which shall conflict with the requirements of the New York Board of Fire Underwriters or any similar body, or be in violation of any of the terms of any insurance policy affecting Avery Fisher Hall or any part thereof, or which shall conflict with any rules or ordinances of the Fire Department or Board of Health or any other government agency having jurisdiction.

UNOBSTRUCTED
ACCESS

20. No portion of the sidewalks, entrances, passages, vestibules, halls, elevators or ways of access to Avery Fisher Hall shall be obstructed by Licensee or used for any purpose other than ingress and egress to and from the premises.

NO SALE
OF TICKETS
BY LICENSEE,
ETC.

21. Licensee agrees that it will not advertise or cause others to advertise tickets or subscriptions for the engagement hereunder as being, or to be, for sale at any place other than an authorized Lincoln Center Box Office and/or the Avery Fisher Hall Box Office; and any checks or money orders to be accepted in payment for tickets or subscriptions shall be made payable to the Avery Fisher Hall Box Office. It is requested that Licensee shall, in all of its advertising and promotional material, indicate the locations of authorized Lincoln Center Box Offices.

SMOKING

22. Smoking will not be permitted except in the portions of the Avery Fisher Hall approved by the Fire Department and designated by Licensor for such purpose.

LICENSES AND
PERMITS;
APPEARANCE
OF MINORS

23. Licensee will secure at least four hours prior to each engagement any and all consents, licenses and certificates and/or permits that may be requisite for any performances under this agreement and for the use of any motion picture, television, radio broadcasting or recording or other machines or equipment in connection therewith, including but not limited to compliance with Section 485-A of the Penal Law in the event that any minor is scheduled to appear at any performance, and Licensee will do all other acts necessary on the part of Licensee to comply with all laws, ordinances, orders and requirements of all Federal, State and municipal governments and appropriate departments, commissions, boards and officers thereof applicable to the premises and the engagement. Collections or solicitations are not permitted.

USES NOT
PERMITTED, ETC.

24. In any performance under this agreement, no language of any kind shall be permitted to be uttered or featured that shall be unlawful or subversive to the principles of government of the United States of America. Licensee will not use nor attempt to use any part of the premises for any use or proposed use which will be contrary to law or be opposed to decency or good morals or be otherwise improper or detrimental to the reputation of Licensor.

ATTENDANCE OF
LICENSEE AND
LICENSOR

25. Licensee or the duly authorized representative of Licensee shall be in attendance at the premises when the doors are opened and throughout each engagement. Licensor, its officers, agents and employees shall have the right to enter any part of the premises at any and all times. Licensor, or any person authorized by it, may at any time and from time to time during each engagement install and maintain in the premises such exhibitions and displays as Licensor may desire.

INDEMNITY OF
LICENSOR

26. Licensee hereby agrees to indemnify and hold harmless Licensor from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorneys' fees) of any nature whatsoever resulting from or arising out of any engagement, including, but not limited to those resulting from or arising out of (a) the unauthorized use of any idea, creation, literary, musical or artistic material or intellectual property in connection with any performances given hereunder, (b) any act done or words spoken by Licensee, its agents or employees during any such performance, (c) any damage done to the premises or any part thereof caused by the act or omission either of Licensee or any agent or employee of Licensee, (d) the breach by Licensee of any term of this agreement, or (e) any breach or alleged breach of the warranty made by Licensee in paragraph 11 above. This paragraph shall not apply to any claim, etc. which shall be fully covered by the public liability insurance mentioned in subparagraph 2(b)(ii), if the policy is in force at the time of the act complained of and if Licensee has paid to Licensor the premium therefor.

BREACH OF
AGREEMENT,
DESTRUCTION OF
PREMISES, ETC.

27. If: (a) Licensee shall fail to observe any terms, condition or covenant of this agreement or shall fail to hold any performance scheduled to be performed hereunder (except if such failure to hold any performance is due to an Act of God), or Licensee shall fail to pay any sum required to be paid under paragraph 2 hereof when the same shall be due, or (b) the premises are destroyed, damaged or otherwise rendered unfit for occupancy not due to any fault of Licensor, or (c) any performance shall be prevented, interrupted or interfered with by the public authorities or by any strike, labor dispute, or other cause beyond the control of Licensor, Licensor shall have the right, at its option to terminate this agreement either in its entirety or with respect to the engagement affected, without any liability of Licensor to Licensee, and without any advance notice to Licensee, to turn off the lights and heat or air conditioning in the building and dismiss the audience occupying the premises.

LICENSOR'S
REMEDIES
FOR BREACH OF
AGREEMENT

28. In the event that this agreement is terminated by Licensor either in its entirety or with respect to a particular engagement or engagements under paragraph 27(a) above, all rights of Licensee in and to the use of the premises for the engagements affected shall immediately cease and Licensor shall have the right to relet the premises for the engagements affected or any part thereof, and Licensee shall remain liable for such amounts as would have been due Licensor under paragraph 2 of this agreement. If the premises are relet, the Licensee shall pay to Licensor a reletting charge of \$150.00 plus the excess, if any, between the amount due Licensor by Licensee under paragraph 2 of this agreement and the proceeds received by Licensor from reletting the premises. In order to insure the payment of any amounts due under this paragraph, Licensor may retain out of any amounts paid by Licensee in paragraph 2(a) the amount due, without abatement, deduction or set-off of any kind.

WAIVER IN
THE EVENT OF
TERMINATION
CUMULATIVE
REMEDIES
TICKET REFUNDS
LICENSOR
NOT LIABLE
LIABILITY OF
LICENSEE
RELATIONSHIP
OF PARTIES
ASSIGNMENT
NOTICES
ENTIRE
UNDERSTANDING
HEAD NOTES
EXECUTION

29. In the event that this agreement is terminated pursuant to paragraph 27, either in its entirety or with respect to a particular engagement or engagements, Licensee hereby waives any and all claims for damages or other compensation.

30. The remedies provided in paragraphs 27, 28 and 29 in favor of Licensor shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Licensor now or hereafter existing at law or in equity.

31. Should Licensee fail to perform or hold any performance to be given, whether by reason of the fact that Licensor has terminated this agreement pursuant to paragraph 27 or otherwise, Licensor shall be authorized to make immediate restitution to all persons who present to Licensor for refund any tickets to any such performance not performed or held (but only to the extent of the price printed on the ticket or tickets presented), and Licensee shall reimburse Licensor for all amounts which Licensor shall be required to pay for such refunds in excess of the funds theretofore collected and held by Licensor in connection with the sale of tickets to any such performance not so performed or held.

32. Licensor shall have no liability to Licensee for any delay or annoyance caused to Licensee arising out of the actions of any public authority or on account of any strike, lockout or other labor difficulties, and Licensor shall not be responsible or have any liability for loss or damage to the equipment or personal property of Licensee or any agent or employee of Licensee kept or placed in the premises or used in connection with any performance to be given hereunder or entrusted to any person employed at Avery Fisher Hall or by Licensor due to fire, theft or any other cause.

33. Licensee shall exercise good care in the use of the premises. Licensee shall promptly reimburse Licensor for any damage to the premises or to the building by reason of any act or omission by Licensee, or by the agents, employees or patrons of Licensee.

34. No act of the parties hereto, shall be construed as creating or establishing a partnership, joint venture, or association of any type between Licensor and Licensee. The only relationship intended to be created hereunder is a Licensor-Licensee relationship.

35. Licensee shall make no assignment of this agreement or any of its rights hereunder except with the written consent of Licensor; nor shall Licensee suffer or permit the premises or any part thereof to be occupied or used by others not authorized by Licensor.

36. All notices required or permitted to be given hereunder to Licensor or Licensee shall be in writing and shall be given personally (in the case of Licensor to the General Manager, Avery Fisher Hall) or by mail, postage prepaid, at the address of such party set forth in this agreement or at such other address as such party shall designate to the other in writing.

37. This agreement contains the entire understanding of Licensor and Licensee relating to the subject matter hereof and may not be altered, amended, modified or otherwise changed, nor may any of the terms hereof be waived, except by an instrument in writing signed by Licensor and Licensee.

38. The head notes, capitalization and italics are for convenience only and are not intended in any way to define or limit the meaning of any paragraph in this agreement.

39. After Licensee has signed, this agreement shall not be binding until duly executed by Licensor.
40.

IN WITNESS WHEREOF, the parties have each executed this agreement on the day and year inserted below.

LINCOLN CENTER FOR THE PERFORMING ARTS, INC.

By
Licensee

By
Licensor

Date of Execution....., 19 , 19

SIGNATURES

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
<u>Joe Jacobson</u>	<u>351-3044</u> <u>1232 Calver Rd NW</u>	<u>Wooden</u>	<u>Available</u>
<u>Margaret Ann Embury</u>	<u>3471 Don Rd Decatur</u>	<u>ATOS</u> <u>Member - Secty</u>	<u>avail. at</u>
<u>Donald Quinn</u>	<u>3496 Midvale Rd Tucker</u>	<u>ATOS</u>	
<u>Edd L. Simmons</u>	<u>3280 Main St.</u> <u>College Park, Ga 30034</u>	<u>ATOS</u>	
<u>Robert H. Clark Jr</u>	<u>400 Seine Ave</u> <u>Columbia, SC 29205</u>	<u>ATOS</u>	
<u>Clay Holbrook</u>	<u>312 Fayetteville</u> <u>Farmington Ga</u>	<u>ATOS</u>	
<u>Nanda Carey</u>	<u>2375-A Fiddmont Circle N.E.</u> <u>Atlanta, Ga 30320</u>	<u>ATOS</u>	
<u>Nelson E. Harris</u>	<u>1834 Gainsboro Dr.</u> <u>Chamblee Ga. 30341</u>	<u>ATOS</u>	
<u>James West</u>	<u>319 Kings Hwy</u> <u>Decatur Ga 30030</u>	<u>ATOS</u>	<u>Available</u>

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
<u>Karen E. Richey</u>	<u>352 5th Street, N.E.</u> <u>Atlanta, GA 30308 8746987</u>	<u>Box office staff</u> <u>member + volunteer speaker</u>	<u>Please contact me for</u> <u>comment.</u>
<u>Mitchell Deutsch</u>	<u>41 Peachtree Ave #20</u> <u>ATL 30305 261-6822</u>	<u>deputy house manager</u>	<u>very willing to</u> <u>comment (see letter)</u>
<u>Carole J. Hubert</u>	<u>33045 Fox Hill Rd.</u> <u>Marietta, Ga. 30060</u>	<u>volunteer,</u> <u>Cafe concession mgr.</u>	<u>Please contact me for</u> <u>comment - Res - 436-5616</u>
<u>Jeff Stucker</u>	<u>2786 GEORGIAN TRK.</u> <u>MARIETTA, GA. 971-8237</u>	<u>ASST. HOUSE MGR.</u> <u>BOX OFFICE</u> <u>STAFF</u>	<u>AVAILABLE</u> <u>FOR COMMENT</u>
<u>Richard P. Wilson</u>	<u>Box 54163</u> <u>Atlanta, Georgia 30305</u>	<u>Former</u> <u>computer tickets</u> <u>director</u>	<u>unprofessional management</u> <u>in building use in building</u>
<u>Mary E. Throuer</u>	<u>575 Mt. Paran Rd NW</u> <u>Atlanta Georgia 30327</u>	<u>Former Fox Treasurer</u>	<u>Available for comment</u>
<u>Charles Walker</u>	<u>1206 Peachtree app 308</u> <u>Atlanta, 30309</u>	<u>Head of Restoration</u>	<u>Banned from the Building.</u>

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
Gary J. Mitchell	284-4380	(am available for further comment)	
Theresa Arnold	1506 Bates Ct Atl, 30319 636-1392	Supervisor of Ushers improving as well as other parts of the organization	Usher system needs improvement in communication in various levels of organization as well as on each level.
Barbara Norton	1732 Inds Way Tucker, Ga. 30084 (939-2393) (981-2900) (available for further comment.)	upstairs asst. Usher/Supervisor	
gary kelly	876-4178		
Joel Cook	785 Ponce de Leon Pl. 208 Michigan Ave Decatur, 30030 - 378-0254	Usher SUPERVISOR	AVAILABLE FOR COMMENT
Kevin Staley	320 Coventry Rd Decatur, 378-7123	2 yrs - usher	In drastic need of reorg. w/o present manager
Bernie Simonsen	228 Summit Ave Decatur, 30030 378-3478	Usher	"
Ross and Leah	6913 22	Indifferent me	"
Ray Davidson	241-3403	USHER, MARQUEE, & BACKSTAGE SECURITY	BAD ATTITUDE
			AVAILABLE FOR FURTHER COMMENT

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
Mary A Emery	3471 Wren Rd Decatur Ga	ATOS member Supporter	available
Julie Witt	233-9061	Supporter	
Samuel L. Shon	255-6870	ATOS Member 1/2 Volunteer Worker	
Nathan R. Spivey	100 N. Larkin Dr. Atlanta. 30345 634-7447	former employee	available
Emily H. Lambert	2067 Wray Ct. / 457-5810	Current employee	available
Terence Sean Lloyd	2749 Fontainebleau Dr. / 394-8772	Current Employee	Available
Sammy Ledbetter	1716 John Calvin Ave. College Park, Ga. 30337	Former Volunteer, Maintenance crew, box office crew, and concession personnel.	
Frank L. Lissner	2659 Club Forest Dr. Marietta, Ga	Volunteer since 1st week of Program to Save Fox	
Karl Stalnaker	56 CAMP CREEK RD. LINBURN, GA. 30247 921-4758	Washer Supervisor	available

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES AND BUILDING OPERATIONS.

<u>NAME</u>	<u>ADDRESS AND/OR PHONE NUMBER</u>	<u>AFFILIATION WITH FOX THEATRE</u>	<u>COMMENT</u>
<u>Gray C Henton</u>	<u>554 Goldsboro Rd</u> <u>Atlanta Ga 30</u>	<u>Front Door Manager</u> <u>Ass. Usher Supervisor</u>	<u>AVAILABLE upon request</u>
<u>Ann Trulman</u>	<u>Box 30455</u> <u>894-7372</u>	<u>Usher</u>	<u>would like to appear</u>
<u>Steve Lynch</u>	<u>554 Goldsboro Rd.</u>	<u>Usher</u>	
<u>Unger Peterson</u>	<u>321-6318</u>	<u>Usher (2yrs)</u>	<u>available for questioning</u>
<u>Penny Skupin</u>	<u>1236 N. Cross Keys Dr</u> <u>#6 Atlanta 30319</u>	<u>usher</u>	<u>Unpleasant</u> <u>management</u>
<u>Katherine</u>	<u>892-2478</u>	<u>usher</u>	

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

<u>NAME</u>	<u>ADDRESS AND/OR PHONE NUMBER</u>	<u>AFFILIATION WITH FOX THEATRE</u>	<u>COMMENT</u>
<u>Tom Lusk</u>	<u>2781 Georgian Terrace</u> <u>971-1685</u>	<u>Former Asst House Mng</u>	<u>available on request</u>
<u>Mike Stueker</u>	<u>2786 Georgian Terrace</u> <u>971-8237</u>	<u>Former Asst mng.</u>	<u>Available upon request</u>
<u>Cynthia B. Pollard</u>	<u>1055 W Wesley Rd, N.W.</u> <u>Atlanta, Ga 30327</u> <u>355-7169</u>	<u>Usher and asst.</u> <u>usher supervisor</u>	<u>Management dealings with employees:</u> <u>unproductive, unprofessional; unwarranted</u> <u>rudeness to volunteer ushers</u>
<u>Carlitta Lantmond</u>	<u>2571 Candler Rd. #84</u> <u>Decatur, Ga</u>	<u>Usher & asst - 1 year</u> <u>usher supervisor</u>	<u>available upon request</u>
<u>Michael Marshall</u>	<u>312 ADAIR ST.</u> <u>373-</u> <u>DECATUR GA 3839</u>	<u>ASST. USHER SUPER-</u> <u>visor</u>	<u>AVAILABLE ON REQUEST</u>
<u>KARIN ROHMER</u>	<u>3424 PINEHILL DR. 0597</u> <u>288-</u>	<u>USHER</u>	<u>AVAILABLE ON REQUEST</u>
<u>Caroline Mure</u>	<u>3032 St. Helena Dr. Tucker</u> <u>938-2409</u>	<u>usher & assistant</u> <u>usher supervisor</u>	<u>avail. on req.</u>
<u>H. Douglas Ahim</u>	<u>1311-B, E. Rock Springs Rd.</u> <u>876-2845</u>	<u>Usher & Asst.</u> <u>Usher Super.</u>	<u>Available on request</u>
<u>Ann Rowley</u>	<u>2815 TENPEAR KNIGHT DR.</u> <u>938-5724</u>	<u>Usher &</u> <u>assist. ush. super.</u>	<u>AVAILABLE ON REQ.</u>

COMMENT

Richard Poranski 659 NOBLE DRIVE
333 W 5th St #3

Patron

BY THE MANAGEMENT.
MISS MANAGEMENT.
AND TEHRAN RESTORATION
"REMODELING ERRORS" AGAINST
PROFESSIONAL ADVICE.

GARRY MOTTER

339 4TH ST #2

873-1122

VOLUNTEER/DONOR

After donating over \$70 and twice that in electrical supplies, I was threatened with jail for restoring the E. Ballroom "Fay" Sixture although I had already gained permission to do so.

James R Chamberlain
KIMO CHAMBERLAIN

364 4th

874 - 1890

Volunteer/employee

Doesn't make use of rental property on Fox

Bob Walwork
BOB WALWORK

663 Cresthill Ave., N.E.

874-1170

Patron

The facility does not meet its full potential due to gross mismanagement & an overly

Terry C. Hoobler

872-0444

Volunteer Work

Commercial additise,
Business to volunteer

Rich Rosenblatt

35-B West Price Ferry Rd

ATC. 30305

WORK 233-9170

PRODUCER

Employment

LETTER ACCOMPANYMENT

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
Ginger Retterer <i>Ginger Retterer</i>	406 Pineland Rd N.W Usher 233-6902		
Beverly Garrison	666 Moreland Ave. S. 876-6847 Atl.	Usher	Available for
Janet Waldstein	496 Winged Foot Cir. Usher Marietta 973-2123		(available for)
Cindy Maynard	3562 Canadian Way Usher Tucker, Ga.		(available for)
Angie Chavella	1672 N. Lake Springs Ct. Dec. Ga. Usher		(" ")
Robert	4900 Central Drive Stone Mountain Ga 30083 Usher		available for comment
David R. Bailey	1208 Virginia Ave Apt 7 Atlanta, Ga Usher		
Sabrina A. Freney	1530 Dr. J. King Dr (753-0908) Atlanta, Georgia Usher Asst. Supervisor /		available for comment
Don L. Chase	834 Bennett St Atlanta, Ga. Usher Asst Supervisor		Available for comment
	874-9487		

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
Jeffrey L. Figueroa	603 E Spruce St TARPON SPRINGS, FL 33455 813/937-2822	Volunteer 75-76	Presented by Lynn Smith
David M. Sobert	Box 15832, FSC Tall. H. 32732 904/575-0379	Volunteer	discriminated against
Thomas A. Roster Jr.	479 Sterling St. Atlanta 404/525-1869		
Mario Gallero	1365 Monroe Dr. NE Atlanta, Ga 30324	Patron	
David Stover	1206 P-tree St. Atlanta	Pa	
Kenneth Tuleh	1031 Janiper St. Atlanta, Ga. 30309	Patron	rent all space make money
Ernest Hayley	22 - 16th St N.W Atlanta, 30309	Patron	responsible management

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

NAME	ADDRESS AND/OR PHONE NUMBER	AFFILIATION WITH FOX THEATRE	COMMENT
<u>Bill Beckett</u>	<u>355-0731</u>	<u>none</u>	<u>why stop now?</u>
<u>GE Whitmire</u> GEORGE WHITMIRE	<u>536-1922</u>	<u>Volunteer</u>	
<u>Barbara Whitmire</u>	<u>536-1922</u>	<u>Volunteer</u>	<u>Been hard to get tickets from Gainesville Rude</u>
<u>Larry Hoke</u>	<u>449-6034</u>	<u>Volunteer</u>	
<u>Jeff Cowen</u>	<u>892-0065</u>	<u>Volunteer</u>	
<u>Paul Clinton</u>	<u>973-6364</u>	<u>Volunteer</u>	
<u>Eugene E. Petty</u>	<u>352-8993</u>	<u>Contributor</u> <u>Save the Fox</u>	
<u>Frank Hammond</u>	<u>987-9331</u>	<u>Volunteer</u>	
<u>Robert White</u>	<u>987-9051</u>	<u>Volunteer</u>	

NAME

AFFILIATION WITH
FOX THEATRE

COMMENT

260 Northern Ave 19C Haver. GA

Conclusion

2786 *br. giantace.*

House of the Fr

2469 *Aciv erica* / *Aciv*

House Staff

1107 Palgfox Dr Alt. Gr.

concession

The dismissal of Mr. Stevens
and reorganization of the Fox

200 26th St. NW 003

874-4268

Atlantic Co.

Concession

Available for comment

6423 HILAND AVE DR

CONCESSION

NOLCROSS GA 448-5384

WE THE UNDERSIGNED REQUEST THE DISMISSAL OF THE CURRENT GENERAL MANAGER OF THE FABULOUS
FOX THEATRE OF ATLANTA, GEORGIA; AND WE RECOMMEND REORGANIZATION OF THE MANAGEMENT PROCEDURES
AND BUILDING OPERATIONS.

<u>NAME</u>	<u>ADDRESS AND/OR PHONE NUMBER</u>	<u>AFFILIATION WITH FOX THEATRE</u>	<u>COMMENT</u>
<u>George H. Stephens</u>	<u>894-7528</u>	<u>Former Egyptian Ballroom Manager</u>	<u>Available for Comment</u>
<u>BENNIE HOWARD III</u> BENNIE HOWARD III	<u>874-4822</u>	<u>FORMER HOUSE MANAGER</u>	<u>AVAILABLE FOR COMMENT</u>
<u>Gary C. Owen</u>	<u>876-5064</u>	<u>Former Marquee Crew</u>	<u>Available for Comment</u>
<u>Edward E. Walter</u>	<u>523-7464</u>	<u>Former Box Office</u>	<u>Duties</u>
<u>William Johnson</u>	<u>521-1941</u>	<u>COMMERCIAL DEPT. RUDE OUT OF 355 PEARSON</u>	
<u>Frank Toney</u>	<u>243-9984</u>	<u>1944-1945</u>	
<u>Charles Schubert</u>	<u>241-3403</u>	<u>Backstage Personnel</u>	<u>available for</u>
<u>Beth Hughes</u>	<u>(904) 392-7806</u>	<u>Former usher & checkroom operator</u>	<u>available for</u>
<u>Bobbie Collins</u>	<u>688-3845 or 678-2365</u>	<u>Former usher current check room</u>	<u>Available for. However - has very bitter attitude toward employees!!</u>

COMMENT

Carol C Smallwood 1327-F Criguel Way Usher
Roswell Ga
992-0471

Available for comment
I will not do any more
volunteer work until mana-
gement is reworked.

Gregory Smallwood 1327 F Crique Way Usher
Russell Ga.
992-0471

Sharon Withrow
5005 Lake Ford Pass
Monetta, Ga 30067
993 3004

I feel the top management
is incompetent and will not
patronize it. Call me when you
get squared away.

Sue Hughes 1559 PEACH TREE ST. APT-1 Lusher
943 Edgewood Ave

Letter to follow

Arnold M. Hill 943 Edgewood Ave
NE Atlanta, Ga - 688-0425 Unsh

please call for comments -

5309 Old Nat. Hwy.
College Park, GA 30349 promoter

(Letter Attached)

<u>NAME</u>	<u>ADDRESS AND/OR PHONE NUMBER</u>	<u>AFFILIATION WITH FOX THEATRE</u>	<u>COMMENT</u>
<u>R. Colet Floyd</u>	<u>1616 Candler Bldg. 688-0012</u> <u>cf.</u>	<u>usher - 2 years</u>	<u>available for comment</u>
<u>Pat Crenshaw</u>	<u>{ Southern News Displays</u> <u>873-5857 ; Home 299-1189</u>	<u>2 pl. usher - 2 years</u> <u>{ with Fox since opening</u>	<u>available for comment</u>
<u>Danny Yeawood</u>	<u>2430 Hanford Drive SW</u> <u>766-6564</u>	<u>worked with Fox with WRAS as PR Director and at GSU Signal</u>	<u>poor attitude with press</u>
<u>Steve Kendrick</u>	<u>861 FRANKLIN Rd. #15-1, Marietta, Ga. 30067</u> <u>424-1437</u>	<u>Worked Concerts and INATED Machine Work</u>	<u>Available for Comment</u>
<u>Leo McCall</u>	<u>432-6772</u>	<u>usher for 1 yr</u>	<u>available</u>
<u>Kris Neal</u>	<u>351-0062</u>	<u>usher - 2 yr</u>	<u>available for comment</u>
<u>Ellen-Darley Hicks</u>	<u>377-9692</u> <u>" "</u>	<u>Concert and "Save the Fox" contributor</u>	<u>available for questioning</u> <u>" " "</u>
<u>J. L. Fick</u>		<u>musician, concert attendee, and "Save the Fox" contributor</u>	
<u>Thomas R. Edwards</u>	<u>952-9765</u>	<u>Bartender</u>	<u>do not like the way a excellent people, available -</u>

LETTERS



SOCIETY FOR THE PRESERVATION AND ENCOURAGEMENT OF BARBER SHOP QUARTET SINGING IN AMERICA

INCORPORATED

January 3, 1978

To: Atlanta Landmarks Corporation

Re: Mr. Ted Stevens (Manager of Fox Theatre)

From: Mr. Richard B. Rosenthal (Representative for the Atlanta Peachtree Chapter of S.P.E.B.S.Q.S.A., Inc.)

Approximately 1½ years ago, shortly after Atlanta Landmarks took over the Fox Theatre (I believe it was during the fall of 1975), I tried to rent the Fox on a Saturday evening for our annual show that was to take place during February 1977.

I called Mr. Stevens several times for several weeks before Mr. Stevens saw fit to return my phone call. On some days I called 2 or 3 times. I was told each time Mr. Stevens was either busy, out of his office, or on long distance and he would return my call that day.

Mr. Stevens did not return any phone calls for a few weeks and when I finally made contact with him, he was quite curt and abrasive over the phone and insinuated he was doing me a favor by even spending his "valuable" time with me to talk about the Fox.

I went down to the Fox to meet with Mr. Stevens and to check out all the facilities 2 or 3 times. It was during these visits along with another phone call or two that Mr. Stevens and I finalized what facilities I needed, the date I would rent the Fox and the cost (which Mr. Stevens was very evasive to because he said it was too far in advance to give a set price on rental as he was sure he would raise the price by the time this contract came due.)

Mr. Stevens was to mail me a contract that week. Three or four weeks later and many phone calls later, Mr. Stevens again promised me a contract was to be mailed that week (I might add that Mr. Stevens did not return my phone calls again until I left word with the secretary that it was an emergency). The contract arrived in the mail a couple of weeks later. (During the interim I began to think that Mr. Stevens being so "incompetent" and with him being in charge, that the Fox might not make its first mortgage payment and thus not be around at the time the contract came due).



SOCIETY FOR THE PRESERVATION AND ENCOURAGEMENT OF BARBER SHOP QUARTET SINGING IN AMERICA

INCORPORATED

When I opened the envelope - much to my surprise, there were many items of expense added on to the contract that could conceivably almost double the cost - as well as a highly unusual deposit for a contract being signed more than a year in advance.

Some of the items that were changed were:

(1) "A small deposit at the signing of the contract." It was \$1,000.00! When I first questioned Mr. Stevens it was said to be the usual percentage, however we have been doing business with Symphony Hall for 6 years prior to that and now 2 years after that and they charge 10% at the signing of a contract - not 50%.

(2) The flat fee of \$2,000.00 now had a graduating increase in price depending on how many seats were sold - with a base price of \$2,000.00

(3) A new price of 25¢ per seat was to be added to each ticket; which had never been mentioned before.

After seeing the contract with all the changes in it I decided not to rent the Fox. My reasons were twofold: (1) Mr. Stevens outward concern for himself and not the Fox left little doubt that the Fox would last.

(2) Mr. Stevens unorthodox, unprofessional, and irregular business conduct was totally insulting and unreliable.

They say "time cures all" and again just last month - against my better judgement - I called Mr. Stevens to rent the Fox for some time in February or March of 1980. I called Mr. Stevens 3 times in one week. Each time I was told "Mr. Stevens is on the phone and he will call you right back." It has been about a month and neither Mr. Stevens or any of his staff has returned my call.

It amazes me that the Fox has lasted this long under Mr. Stevens reign. What amazes me even more is that it takes an open and outward movement by a mass of local citizens to call this to the attention of Atlanta Landmarks Corporation. I feel this is a problem that should have been laid to rest long ago.

The Atlanta Peachtree Chapter of S.P.E.B.S.Q.S.A., Inc., is very interested in rental of the Fox in the future - however, as long as Mr. Stevens is responsible for the Fox, or in any way affiliated with the Fox, we are in no way interested



**SOCIETY FOR THE PRESERVATION AND ENCOURAGEMENT
OF BARBER SHOP QUARTET SINGING IN AMERICA**
INCORPORATED

in doing business.

If Mr. Stevens - for any reason is no longer connected with the Fox,
please do not hesitate to let us know.

Sincerely,

Richard B. Rosenthal
35-B West Paces Ferry Road
Atlanta, Georgia 30305

Work Phone # (404-233-9170)

doc's sports

5309 old national hwy.

404-768-1522

college park, georgia 30349

January 26, 1978

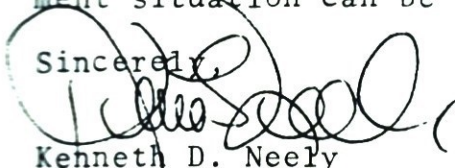
To whom it may concern:

I would like to comment on my recent engagement at the Fox Theatre on August 20, 1977, for the Mr. USA and Mr. Teenage USA competitions of the Amateur Athletic Union. We paid over \$2000 for the rental of the Fox, and we believed that we were paying for the complete facilities. Between October, 1976, when I signed the contract, up until August, 1977, I called to talk with manager Ted Stevens numerous times, and he was either not in or he had his assistants call me. It was not until the week before the show that I met with him, and he said that he wished we could have worked closer together and that he could have helped me with publicity. Finally when we did talk, I found out I had to talk with the Spratlin lighting crew, and they started talking about all kinds of extra money. Then I talked with Ted, and he said that he would take care of that, and that it would be only a couple of hundred dollars. After the show, we went in to settle up, and to my horror they had deducted over \$1500 in extras to the light crews. I was charged for a sound man who did nothing, and I saw him only one time; he was paid over \$221.50 and he added the cost of rental of a mike.

I am sure there are many others like me, but we were promoting a show for a non-profit organization and we were robbed. My only real help came from Bob Nail and the ticket staff, but I paid extra for the seats.

I would like to have a yearly national show in Atlanta, and I would really like to use the Fox, so I hope that your management situation can be straightened out.

Sincerely,



Kenneth D. Neely
Georgia Physique Chairman
Region 3 Physique AAU
Promoter of Doc's Sports/USA

930 Crestline Road, N.E.
Atlanta, Georgia 30328

February 7, 1978

ATTENTION: Board of Directors, Atlanta Landmarks

Members of the Speakers Bureau have been approached on several occasions concerning internal problems at the Fox Theatre.

Those of us who have been with the Speakers Bureau since its beginning feel that because our volunteers have worked within the community and have not appeared with consistency inside the building, that we are not qualified to comment on these specific incidents we have heard.

We do ask, however, that the Executive Board listen sincerely to the material that is presented and to the individuals who, we feel, have a sincere interest in the Fox. At a time when it seems that the SAVE THE FOX campaign will have a happy ending soon, the Speakers Bureau does hope that the Executive Board and the Board of Trustees will not forget the many volunteers who showed a zealous interest in the building when saving the Fox was not yet a chic cause. It does seem now that the Speakers Bureau is the only organized volunteer group still participating with any regularity in the SAVE THE FOX effort—no matter how small the effort may seem in the over-all picture of the financial saving of the theatre.

It is hoped by all of us involved in the Speakers Bureau that whether it be employees, volunteers, people from the community or booking agents, that courtesy and tact always be employed, since the continued future success of the Theatre will depend on the professional and courteous manner of its staff.

The Speakers Bureau has enjoyed meeting and getting to know many individuals who have worked tirelessly in the theatre and have been kind in sharing information with us. The Bureau has also had the rare privilege of meeting first-hand thousands of Atlantans who really have a great personal feeling about the Fox. We hope that people will always have that feeling for the building.

Very truly yours,

VOLUNTEER SPEAKERS BUREAU

Marty Barnes

(Mrs.) Marty Barnes
Co-chairman

March 3, 1978

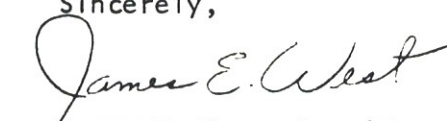
Mr. Arnall T. Connell
158 Rumson Road, N. E.
Atlanta, Georgia

Dear Mr. Connell:

I have carefully reviewed much of the material that will be presented to you and the other members of the Board of Atlanta Landmarks, Inc. The facts gathered concerning this situation appear to have merit. Representing the officers of the Atlanta Chapter of the American Theatre Organ Society, I urge the board to listen to the case presented with an open mind.

Please be assured that our only interest is that the Fox will operate on a sound, financial basis in the future.

Sincerely,



James E. West, President
Atlanta Chapter/American
Theatre Organ Society

JEW:aj



James K. Jobson, Sr.

1041 SIBYL DRIVE, Southeast • Phone [404] 948-0267 • AUSTELL, GEORGIA 30001

March 7, 1978

TO WHOM IT MAY CONCERN:

It has been my observation for the past year or more that relations between Fox Theatre management and its employees and volunteer groups left a great deal to be desired. There has been an impression imparted to volunteers, especially, of a growing dislike that in recent months could frequently be interpreted as hatred and contempt for both individuals and groups. Their labors for the preservation of the structure became less and less necessary as the campaign at last became successful. Turnover rate of employees at the theatre has been abnormally high, and volunteers have been systematically excluded in favor of paid employees.

There is an urgent need for competent administration to overcome the rift between the theatre and its supporters and between the theatre and its presenters who rent the hall for clients.

A public, non-profit tax-exempt corporation cannot afford to jeopardize its privileged status by discriminating among potential clients with respect to theatre rental and play dates and the capricious denial of prime seats to selected groups without cause. There is a responsibility to the taxpayer whose bill is high by such privileged corporations if they expect to continue their exempt status and merit the community's continued support.

It is a tragedy Atlanta Landmarks chose to "put down" the thousands of "small change" contributors who bought them time to find the large donors. Such an oversight no doubt will have a substantial effect on future fund-raising efforts.

Time has run out. The secret kept so well by a host of injured groups and individuals cannot much longer be contained now that the overriding cause of "Saving the Fox" no longer deters. The only way now to prevent disaster and embarrassment is to take immediate and decisive steps to heal wounds and provide competent and impartial management.

I pray this will be done forthwith.

Respectfully,

James K. Jobson

Feb. 25, 1978

DEAR FRIENDS,

THE PURPOSE in my writing this statement is to thank all of the wonderful persons who helped me during my time spent at the "Fabulous Fox", 1975-1977. MANY groups and individuals are involved, I shall mention SEVERAL in PARTICULAR.

JOE RATTEN was a CONSTANT SOURCE of encouragement and knowledge. HE was at all times concerned with making my efforts and those of my VOLUNTEERS the most ENJOYABLE possible.

EACH and EVERY member of the board of ATLANTA LANDMARKS also took AN INTEREST in my program. Without THEIR support AND ENTHUSIASTIC APPROVAL, WE

BRUCE A. SUTKA

could never have accomplished the many projects undertaken in the Fox Theatre. All possible measures and considerations were taken to make our relationship as pleasant as possible. My departure from the Fox was therefore a painful experience.

I realize that we were and are, all hoping for the best in regard to the Fox. I hope with an elevation of consciousness on the part of management, that the Fabulous Fox will rightfully take her place among the world's great edifices. It is with this wish that I support all positive efforts to reorganize the Fox Theatre management procedures.

Respectfully,
Bruce Sutka

HERSCHEL HARRINGTON SCENIC AND LIGHTING STUDIO

— SINCE 1946 —

OPERATED BY
HARRINGTON STUDIO MANAGEMENT AND RESTORATION LTD.

132-A TENTH STREET, N.E., ATLANTA, GA. 30309 - 892-0065

March 1, 1976

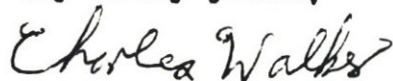
Ladies and Gentlemen of Atlanta Landmarks:

Congratulations on raising the money to "Save the Fox". Now since the building is secure, I want you to know that I too have had unpleasant dealings with the Fox and it's management.

After my resignation as Head of Restoration and the four months difficulty of trying to collect money owed me, a series of unfounded threats were made by Mr. Stevens, including arrest. Then threats were made to my friends not to have any future contact with me, and not to ever let me in the theatre again with or without a ticket. Those friends who ignored Mr. Stevens' threats suffered very unpleasant consequences. This sad experience has left me no choice but to ask for the removal of Mr. Stevens; an apparent paranoid, greedy, non-professional person from your staff.

I have not spoken earlier because I truly believe the salvation of the theatre was the ultimate objective at all costs. If Mr. Stevens is replaced, I would be glad to help and advise your group on further restoration of the building.

Very truly yours,



Charles Walker, President

MEJ

March 1, 1978

Atlanta Landmarks
The Fox Theatre
660 Peachtree Street
Atlanta, Georgia 30308

To Whom It May Concern:

Now that the Fox is safe, I want to ask you a very serious question. Are you aware of the large number of people Mr. Ted Stevens has fired without cause? I urge you to investigate this problem immediately because I believe sincerely that apologies should be made to many people who were dedicated to the Fox.

Thank you,

Mary E. Thrower

Mary E. Thrower

41 Peachtree Avenue, N.E., Apt 20
Atlanta, Georgia 30305
January 29, 1978

Atlanta Landmarks Board of Trustees
Fox Theatre Building
660 Peachtree Street, N.E.
Atlanta, Georgia 30308

Gentlemen,

Upon entering the Fox Theatre on July 29, 1974 for the Senate Hearings, I urgently felt I needed to be a part of the grass roots efforts to save the Fox from demolition. During that time and thereafter, I have met many dedicated and concerned people. I am proud to be associated with this successful effort.

During the period in which the eventual fate of the Fox was uncertain, I had done a tremendous amount of volunteer work. Some of the chores assigned to me were most menial, and others involved restoration.

After the Fox was temporarily rescued from the wrecking ball, I continued to volunteer and also began to serve on the house staff. My positions were many and varied, including ushering, box office help, concession, tour director and deputy house manager. It is through these interactions and positions that I do feel qualified to express my feelings of the operations at the Fox.

Attempting to work at the Fox in any capacity as either volunteer or staff created scorn from the management as well as needless frustration and antagonism in which work never proceeded smoothly.

The current general manager singlehandedly has discouraged and intimidated contributors, promoters and volunteers from participating in the project. In my opinion this is due to the dictatorial attitudes and the incompetent management practices employed by Mr. Stevens.

The least one could expect from the management is fair treatment and some small token of appreciation. Rarely, if ever was this the case. In most instances the reward was ridicule, embarrassment and banishment from the building.

It is truly sad that after three years of dedicated work at the Fox that I could feel so abused and humiliated.

During those very crucial years for the Fox, I had personally sacrificed many hours of my time, often at the expense of vacations,

page 2.

school, and professional work experience.

All efforts, luckily, were not in vain as I did receive a great deal of satisfaction in helping the cause. I also treasure meeting and talking to those many thousands of visitors that gave me the encouragement needed to continue to work at the Fox. One could feel the deep appreciation from the hearts of these people.

I believe I share the feelings of many other concerned citizens and volunteers. Personally, as long as Mr. Stevens is allowed to reign at the Fox I will have no further part in the Fox effort. Please don't feel that since the fox is secure that these volunteers and friends are not needed. Remember, it was through the efforts of many volunteers like myself that will enable the Fox effort to be successful.

The Fox Theatre Building is a National Landmark and a very unique structure. It is quite significant to the culture of the region and even the nation. Mr. Stevens does not understand nor appreciate this philosophy. His managerial policies work against any efforts for the Fox to reach its fullest potential.

The Board of Trustees of Atlanta Landmarks, Inc. has the duty and responsibility given by the many thousands of friends, patrons, and donors of the Fox to insure the Theatre operates in a first class manner. In my opinion, in no way is this possible with Mr. Stevens in charge.

Please take the time to study the accompanying package of proposals as it represents the work of hundreds of individuals and a number of organizations.

Please do not hesitate to inform me when the present situation is resolved, as I am very willing and able to volunteer again at the Fox. The goal would be to help it reach its fullest potential as the greatest performing arts center in the United States.

Thank you very much for your consideration.

Very truly yours,


Mitchell Deutsch

330H5 Pat Mell Road
Marietta, Georgia 30060
January 30, 1978

Atlanta Landmarks, Inc.
660 Peachtree Street
Atlanta, Georgia

Dear Trustees,

Mr. John Eberson, creator of the atmospheric theatre, practiced his slogan "Prepare Practical Plans for Pretty Playhouses - Please Patrons - Pay Profits" during the Golden Age of the theatre palace. Today, with the Fox Theatre being one of the few remaining great palaces, we need to revive the feeling expressed by Mr. Eberson and extend it to Please Promoters, Producers, Performers, and Personnel as well as Patrons. Only when this is accomplished in a professional and friendly manner will the theatre become the first rate showplace it deserves to be.

I became involved with the Fox Theatre in June, 1974, when I committed myself to do whatever I could to save the building. My volunteer efforts included picketing and petitioning for the "Save the Fox" effort, general cleaning and polishing brass in and around the theatre building, painting several floors of dressing rooms and storage areas, cleaning the sky light in the Grand Salon, and restoration of the Egyptian Ballroom. Due to this involvement, my accounting experience, and my education in business and management I became manager of the Coke concession shortly after the theatre reopened.

Throughout this involvement I have not seen the management make any steps in the direction expressed by Mr. Eberson's idea. Instead, I have seen Mr. Stevens in heated arguments with promoters and personnel. As manager of the Coke concession I had numerous problems in dealing with Mr. Stevens due to his lack of cooperation and his tasteless remarks of ridicule directed toward members of my staff. These problems and others being presented in this package are why the Fox Theatre is not a first class operation.

As the body governing the Fox Theatre it is your responsibility to listen carefully to the information being presented and act in the best interest of the theatre. Now is the time to restore the Fox to the respectable management, operation, and beauty she once had and so much deserves.

Sincerely,



Carole J. Hubert

Sammy Ledbetter
S.U. Box 1161
Samford University
Birmingham, Alabama 35209
February 1, 1978

Atlanta Landmarks, Inc.
Fox Theatre Building
Atlanta, Georgia 30308

Dear Sirs:

I had not visited the Fox since I was 7 or 8 years old, but the second I stepped into the lobby for the State Tourism Committee Public Hearing in July of 1974, the grandeur, beauty, and vitality of the building captured me. I knew I had to do what I could to help save the Fox. Almost immediately, a group of us volunteers gathered on weekends and scrubbed, polished and cleaned what we could of the theatre. When we weren't scrubbing, we went out and gathered over 11,000 signatures of those interested in the Fox's preservation.

As weeks and months progressed, we re-did several floors of dressing rooms plus other storage areas. Next, the Egyptian Ballroom was restored under the leadership of Charles Walker and later Bruce Sutka. Although I was not paid, the satisfaction of realizing what I was accomplishing, and just the pleasure of being in the building was enough payment. When the theatre reopened in October of 1975, I began to work with the concession crew and continued that until the new system was recently installed. Additionally, I worked on the Maintenance crew during the summer of 1976 and was employed by the Box Office last summer. As you can see, my interest and involvement in the Fox has not been short lived nor slight. For these past four years, I have attempted to prove myself a true Fox supporter in every way. Because I am majoring in Theatre Management and because I have worked in nearly every aspect of the theatre, I consider myself knowledgeable about the things of which I speak.

Because of both the new concession system and my attendance at an out-of-state university, I had planned to usher whenever I could manage to come home. But these plans were abruptly changed on January 18, 1978 when Harold Barrer informed me that Ted Stevens wanted me out of the building because he had been told that I had signed a petition asking for his removal from the theatre. The only petition that has ever existed concerning the Fox was circulated publically in 1974 and it dealt with the theatre's preservation. I have, however, signed the recommendation requesting a reorganization of the theatre's management.

Atlanta Landmarks, Inc.
Page 2

When I admitted to Mr. Barrer that I had signed "something", I was asked to leave the building.

It hurt me to be told that I had to leave, but I consider myself in excellent company. For one reason or another, Ted Stevens has succeeded in either running off or firing the bulk of the individuals who genuinely care for the Fabulous Fox. But instead of restating evidence that has already been presented, let me say why I signed such a recommendation. The main reason is simple: in my opinion, Ted Stevens does not represent the image that the Fox should be reflecting to its public supporters. The general manager of the Fox should be proud of his position and should mirror this pride to the public. The Fox Theatre is too great a structure to be managed by someone who cannot even get along with his employees and his promoters, much less by a manager who stays in his office during most performances. The general manager of the Fox should urge restoration and encourage volunteers, and not discourage those individuals most able to refurbish the building to its original beauty. Most of all, the general manager of the Fox should always remember that he is the general manager of one of the greatest theatres of the world, and his behavior and diplomacy should reflect that.

I consider time a valuable commodity, and it deeply disturbs me to see the countless hours of work done by people who put the preservation and utilization of the Fox above all else, put to naught by a general manager who obviously does not.

Very sincerely,

Sammy Ledbetter
Sammy Ledbetter

56 Camp Creek Road
 Lilburn, Georgia
 30247
 March 7, 1978

To whom it may concern,

I rediscovered the Fabulous Fox early in 1976 and was convinced that it is the best concert hall in Atlanta. It is an eloquent structure of immeasurable architectural significance, and has the potential of becoming the cultural center of the performing arts in the Southeast.

I became very involved with the Fox with Atlanta Landmarks' effort to "Save the Fox". I became a regularly attending patron, an Atlanta Landmarks volunteer selling Fox paraphernalia (Fox T-shirts), an usher working almost every performance, and the upstairs usher supervisor from June 1976 until December 1977.

My concern was not only that the building be secured, but that it be restored to top condition, and that it be operated smoothly and efficiently, and that all efforts be made to establish the Fox as one of the highest rated, first class cultural centers of the United States - a place Atlantans would support proudly.

Unfortunately, as my tenure progressed, I became aware of a serious problem at the Fox. I saw many enthusiastic, talented and dedicated people, who were devoting time and energy to the Fox, gradually lose interest and leave the theatre. As a staff member, I found myself travelling the same route as I encountered problems in my work that could not be resolved.

In December 1977 I saw no alternative other than to leave the Fox. It was a decision that I hated to make since I am still committed to the Fox, but one that I felt compelled to make.

From my experience at the Fox Theatre and my observations of others' experiences there, I feel that the major problem at the Fox is the General Manager - Mr. Ted Stevens.

Mr. Steven's general attitude could be summed up as being unreasonably demanding, invariably uncooperative and uniformly condescending. He expresses little or no appreciation to volunteer or minimally paid staff workers, and extends virtually no help or guidance to them. Mr. Stevens makes minimal effort to support his staff and keep communications open with them. As a result employer-employee relations at the Fox are deplorable. Staff members are uninformed, misinformed and plagued with problems that do not get resolved.

Mr. Stevens relinquishes little authority to his staff thus perpetuating a dictatorial position for himself that does nothing to build a more efficient business, improve the quality of the operation of the Fox, or maintain good employer-employee relations.

I feel that the general manager of an establishment such as the Fox Theatre should be able to work and deal with people (including employees, business contacts, and the general public) easily, effectively and positively. I firmly believe, on the basis of my experiences at the Fox and my knowledge of the Fox operation, that Mr. Stevens is incapable of doing this.

I congratulate Atlanta Landmarks' success in securing the Fox, but I seriously urge that Atlanta Landmarks investigate the management of Mr. Ted Stevens thoroughly and consider it carefully. Now that the Fox has been saved, work may begin in earnest on renovation of the building and on establishing it as a true cultural center. Nothing would be more ironic than to allow mismanagement to turn this beautiful landmark into a second-class house cut off from the people that it needs to really thrive.

Like many others, I would be interested in devoting myself to the Fox in the future if the problems existing with the present management are dealt with.

Sincerely,
Karl Statnaker

Karl Statnaker

2995 Frederick Dr.
Marietta, Ga. 30062

January 19, 1978

ATTENTION: Members of Atlanta Landmarks, Inc.

Congratulations on your most worthwhile project of saving the Fabulous Fox Theatre. Because of the Fox's superb architectural and acoustical aspects, and beneficial cultural facilities, the theatre is one of the primary concert halls in the world; now that the Radio City Music Hall has closed its doors the Fox has the opportunity to reign as the number one theatre in the country. But because of the severe managerial problems that have evolved under the current General Manager, the Fabulous Fox will remain a "C" class theatre.

Since October, 1976 I have held positions in the theatre as usher, volunteer, doorman, asst. house manager, and box office salesman, thus getting an overall view of theatre personnel and operations. Because of the Fox's former financial state and my own love for the building, I continued to work at the building overlooking such setbacks as low wages, unconcerned management, traveling distance, and a great deal of sacrificed time. That is I continued until December, 1977, when, because of the management's unfair business dealings, employee treatment, and building use, I could no longer tolerate the atmosphere.

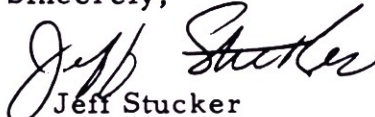
Gentlemen, it is your responsibility to improve any problems which arise with the Fox Theatre. I very much urge you to correct those that currently exist.

The Fabulous Fox has the capability to become the cultural center of the South, and I along with many other thousands of supporters would like to see the theatre reach that goal.

As an employee and volunteer I greatly enjoyed the time I spent at the Fox. I hated to see all the considerate, hardworking employees and volunteers who previously gave their time to the building, disappear around me. I would very much like to return to the Fox as an employee or volunteer, but with the current General Manager remaining, I could not.

Thank you very much for your time.

Sincerely,


Jeff Stucker

948 Austin Avenue, NE
Atlanta, Ga. 30307
March 8, 1978

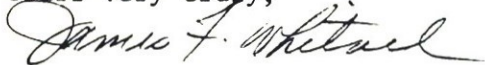
Board of Directors
Atlanta Landmarks, Inc.

As one of the founders of Inman Park Restoration, Inc., the Atlanta Chapter of the Victorian Society in America, and Historic Oakland Cemetery, Inc., and as a member of the restoration/preservation community of Atlanta in general, I would like to urge you to consider very seriously the information herewith presented to you.

I have known many individuals interested in preserving the Fox Theater since before its threatened demolition was made public. Many concerned preservationists from across the state have been involved; at times the public relations policy of Landmarks has been questioned; at other times the image projected by the theater management has been criticized. There have been many questions which I was unable to answer. Perhaps the material presented to you today will shed some light on some of these bothersome questions.

I have the most serious interest in seeing the Fox succeed and Atlanta Landmarks continue its successful and much needed role in preserving other landmarks.

Yours very truly,

A handwritten signature in cursive script, appearing to read "James F. Whitnel".

James F. Whitnel



P.O. Box 54163
Atlanta, Georgia 30308

Richard Wilson

April 8, 1978

Atlanta Landmarks
Board of Trustees
660 Peachtree Street
Atlanta, Georgia 30303

Dear Members:

I congratulate you in your successful task of saving the Fabulous Fox Theatre. By this undertaking the citizens of Atlanta and the South have gained a cultural center unique in the world. It was my pleasure to have been a part of and service to the Fox and in this effort.

However, I do seriously request the attention absolutely necessary in solving the problems with the current management of the Fox Theatre. Never before have I seen so many dedicated and talented people abused and unappreciated in their efforts to assist the Fox. After a time, I could no longer lower my standards ethics and principles to tolerate the injustices done to myself and many others; therefore I recently terminated my employment at the Fox Theatre.

I would appreciate an in-depth inquiry and a prompt response to this matter. Much consideration should be given to healing the wounds inflicted unnecessarily to many individuals. I will be more than eager to again be of service to the Fox Theatre when the current problems are rectified.

I thank you for your time and interest.

Sincerely,

Richard P. Wilson

RPW/rcf



TED STEVENS
FOX GENERAL MANAGER
1975-1978

Turmoil at THE FOX

by Mitchell J. Shields

The Fabulous Fox Theatre reopened in October of 1975. In the nearly two and one-half years of operations, the Fox has yet to resolve a host of problems in its management and administration...The resolution of these problems requires the immediate dismissal of Ted Stevens as the general manager of the Fabulous Fox Theatre, the hiring of an enthusiastic and competent manager, and the reorganization of the theatre.

Richard Wilson, former production liaison for rock shows at the Fox, traces the lines with a finger and reads them aloud. They are contained in a 63-page report that outlined ways the management of the Fox should be changed. Much of the report presents examples of what the Fox should emulate—the Atlanta Memorial Arts Center, New York's Avery Fisher Hall, and New York's Alice Tully Hall.

Nothing controversial there. Even Ted Stevens agrees that many of the suggestions for reorganization are sound. But there is controversy.

In the first nine pages of the report, nine pages that carefully excoriate Stevens and the way he has run the Fox, it is found. The headings say it all—*Ted Stevens Relationship With Promoters And Producers* ("performance in this area has shown many inadequacies."); *Ted Stevens's Relationship With The Theatre Staff* ("inability to provide proper direction is evident"); *Ted Stevens's Management Of The Building Space* ("the existing space has not been used to its best advantage."); and *Ted Stevens's Public Relations* ("it seems that the initial impression a visitor receives at the Fox is a negative one.")

"We tried to avoid personalities as much as possible but, yes, a lot of the problem is Stevens," Richard Wilson says. Around the table at Manuel's Bar, five others, all former employees of the Fox, nod in agreement.

Wilson says, "He is a Nixonian figure. He has driven a number of dedicated people away, and unless he leaves most of them will never come back."

A few days later Ted Stevens listens to what has been said about him. His response is short. "As far as the charges are concerned," he says, "they're silly."

For over a year there have been rumors that all was not well within the walls of the Fox. But the rumors rarely escalated. Someone would say he had heard from someone that someone else had been fired for no good reason. Hard information was rare. Occasionally there would be a major foul up, as on January 1 of this year. A large concert had been scheduled for 7:30 p.m., but the doors of the theater were kept closed until 7:15 p.m., forcing thousands of waiting spectators to spill out into the streets in the traffic. People complained, but nobody really knew what the problem was.

"There had been some firings, and those who were left didn't know what," Richard Wilson says. He is still fingering his blue bound report, copies of which have been presented to Atlanta Landmarks (which owns the Fox). At the back of the report is a list of names, 110 signatures of people who would like to see management of the Fox change. Over half those signatures belong to present or former Fox employees. According to Wilson, immediately before Christmas a list of the names got into Ted Stevens's hands. The Fox closed down for a few days, and when it reopened some of those on the list had been fired. "What you have to understand is that all of us love the Fox," Wilson says. "When this was happening it still hadn't been saved. We didn't come forward earlier because we didn't want to endanger the building. We were afraid that bad publicity might keep people from contributing, and we didn't want that."

But now that the Fox has been saved, he adds, there's no reason to keep silent anymore. "Our main concern is



that the Fox is such a fine theater that it deserves to be run in a first class way," Wilson says. "But it's not, and people who want to do that are given so much trouble that they end up leaving."

The report that Wilson and those associated with him hope will reform the Fox's management began to be put together in early 1977. At the time Wilson was still employed by the Fox, but was daily growing more disenchanted with how the theater was run. His disenchantment hinged on what he felt was the bad attitude of general manager Ted Stevens. As far as Wilson could tell, Stevens was never available when he should have been. Calls from people wanting to book shows into the Fox went unanswered, and requests from employees for supplies were ignored. A signed statement by Richard Rosenthal, representative for the Atlanta Peachtree Chapter of the Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, details how one booking went awry.

According to Rosenthal, in the fall of 1975 he approached Stevens about renting the Fox for the Barber Shop Quartet organization's annual show. For several weeks Stevens failed to return Rosenthal's calls, and when contact was finally made, Stevens was "curt and abrasive over the phone and insinuated he was doing me a favor by even spending his 'valuable' time with me to talk about the Fox." Nonetheless, agreements were made about renting the theater. It was over a month before a formal contract arrived and, Rosenthal claims, "when I opened the envelope—much to my surprise, there were many items of expense added on to the contract that could conceivably almost double the cost." Rather than pay the extra money, Rosenthal withdrew his show.

In another alleged incident, Charles Walker, one time Head of Restoration for the Fox, was forcibly removed from the theater. As two witnesses to the event recall it, Walker was attending a private organ concert at the invitation of one of the players. He had left the Fox almost a year before in irritation over the way restoration was being handled, and then for four months wrangled with Fox management over money he was owed, finally going to court to get it. After the dispute over payment was settled Stevens is supposed to have said that Walker would not be welcome in the Fox again, either as worker or guest. On the night of the organ concert Walker was spotted by Stevens. Incensed, the general manager is said to have ordered security guards to throw Walker out. They did. The woman Walker was with, an employee of the Fox, was later fired.

It was in this atmosphere that Wilson began gathering what information he could on how the Fox was run. He began detailing some irregularities at the request of

friends on the Fox staff. At first the research was done from within, but in May 1977 Wilson quit his job at the theater because "I could no longer lower my standards and ethics and principles to tolerate the injustices done to myself and many others."

Still, Wilson had friends who shared his views working at the Fox, and in June 1977 one of them approached Atlanta Landmarks executive board member Arnall Connell with some of the complaints against Stevens. Connell listened and asked for more concrete information. During the summer and fall of 1977 the first few pages of what would turn into a suggested reorganization manual were put together. Ten one-time employees of the Fox worked on the report, six of that group putting together the final draft.

The executive board of Atlanta Landmarks was supposed to be looking into the issue too, but when the complaining employees and the board got together in October only the employees' study was nearing completion. To press the seriousness of the matter, a sheet was circulated to obtain the signatures of all those who felt the Fox's management needed changing. It was then that new firings began—those fired being the same ones who signed their names to the petition.

In January another meeting with Atlanta Landmark's board was requested. It was put off until after the announcement that the Fox's mortgage had been paid and the building saved. On March 10 Wilson and the group of which he had become acting head with five of the six members of Atlanta Landmark's board—Beecham Carr, Harold Stokes, Joe Patten, Joe Myers, and Arnall Connell. They were given copies of the blue bound reorganization manual with its indictment of Ted Stevens. Then the former employees settled back to wait for action.

Ted Stevens feels that any action is unlikely to take place. To him, all the charges, all the complaints, are the result of the anger of some fired employees. "Truthfully, I think it's just a few people and their vengeance," he says. "Unfortunately, a number of those people who were volunteers are very bitter. At one time, before the Fox opened again, volunteers were very important. But as the operation became more professional we needed more professional workers. Some of the volunteers think they have been overlooked and ignored. I'm just very sorry they carry such bitterness."

Stevens brushes aside charges that he is incompetent by saying that if he weren't good at what he does, the Fox would not be turning a profit. He does not deny the incident with Charles Walker—"I don't really recall, one way or another. I've seen Charles in the Fox. Anyone who has a ticket is going to be let in. If there's something private, I suppose he's not welcome." Nor does he deny charges that he won't let people who signed the reorganization petition work at the Fox—"As far as employing people here today who were involved with the petition or booklet, well, that just wouldn't be harmonious. You know, it's like vipers in the bosom." Still, he claims 20 years in theater and performing arts management make him the right person to keep the Fox going.

"My first obligation was to get this building paid for, and maybe I didn't have time to do some of the public relations things people wanted me to," he says. "With the mortgage gone, I can get to some other things. I'm not worried about this report. I'm very confident that I will be here as long as I want to be here."

Wilson closes his reorganization booklet and laughs. "Stevens has been trying to clean up his act since he found out about this," he says. "Suddenly he's answering the phone and becoming more available. Even I can see him now. But it's too late. He's already done too much to too many people." Wilson and the other dissatisfied Fox workers are willing to let the final decision rest with the board of Atlanta Landmarks. They're only hoping that decision is the right one.

Stevens Flip-Flops, Leaving Fox

By Helen C. Smith

Journal-Constitution Staff Writer

Ted Stevens, manager of the Fox Theatre, has changed his mind again.

First he tendered his resignation to Atlanta Landmarks and accepted a position as executive director of the Ocean State Performing Arts Center in Providence, R.I.

Then last week he reversed that decision after meeting with Atlanta Landmarks, owners of the Fox, at which time he was offered inducements to stay in Atlanta.

Then the Rhode Island group came back with a counter-bid and Stevens reversed his decision to stay.

"I was given such an offer I simply couldn't refuse," said Stevens. "They upped my salary (originally reported around \$30,000), added a bonus, extended my contract. They made a most attractive package I couldn't turn down.

"I'm so turned on by it. Rhode Island wants a performing arts center and they are going to get it. I'll see to it that they get a mini-Lincoln Center."

Beauchamp Carr, president of Atlanta Landmarks, expressed regret Friday that Stevens is leaving Atlanta.

"We've done everything we can to keep him," said Carr.

"We are very sorry he is leaving. He has done a marvelous job of operating the Fox."

Carr declined to say whether Stevens had been offered more money to stay on at the Fox.

"Salary is a personal thing, but we did everything we were able to do."

Controversy has swirled around Stevens in recent weeks. He has been the subject of a petition drive aimed at getting him fired from the Atlanta post. The group represented former Fox employees, volunteers, donors and others who presented a petition with 110 signatures to Atlanta Landmarks, urging that Stevens be fired for alleged "incompetent management."